



MACON WATER AUTHORITY

CONTRACT FOR

Structural Repairs for Amerson WTP

PROPRIETARY NOTICE

This document is prepared by the Macon Water Authority for the sole purpose of communicating to our vendors. The proprietary information contained herein is based on the requirements of the project. None of the information in this document is to be shared with any third parties without the expressed written consent of the Macon Water Authority.

Structural Repairs for Amerson WTP



Macon, Georgia

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INVITATION TO BID

THE MACON WATER AUTHORITY
MACON, GEORGIA

Sealed Bids for furnishing all materials, labor, tools, equipment and appurtenances necessary for the installation of Structural Repairs for Amerson WTP (the “Project”) will be received by the Macon Water Authority (the “Owner”), at the Macon Water Authority, Engineering Division, 537 Hemlock Street, Macon, Georgia 31201 until 2:00 P. M., local time, Tuesday, April 14, 2026, and then at said office publicly opened and read aloud. All bidders must attend a mandatory pre-bid meeting at the Amerson Water Treatment Plant, 703 River Bend Drive, Macon, Georgia 31201, in the Conference Room at 10:00 A.M, local time on Tuesday, March 31, 2026. All bid questions must be submitted to Marlene Morales at Marlene.Morales@bargedesign.com by 10:00 A.M. on Thursday, April 10, 2026. The Bidder should attend the pre-bid meeting in its entirety. See end of section for directions to the Amerson Water Treatment Plant.

The Project consists of exterior and interior building repairs to address water infiltration, concrete deterioration, and structural settlement at the facility. Work includes removal of debris and vegetation at slab joints; replacement of backer rod and sealant; cleaning of water-stain buildup on exterior veneer surfaces; and repair or replacement of damaged or deflecting gutters and downspouts to improve drainage and prevent future leaks. Structural work includes epoxy and polyurethane crack injection, concrete patching, spall repair, and pressure grouting, as well as helical anchor underpinning to stabilize existing slabs and foundations. Additional improvements include application of epoxy coatings, installation of a new dehumidifier unit with a concrete equipment pad, new ductwork within the pipe gallery, and replacement of the existing steel grate at the sump pump with a reinforced aluminum plate.

The Project will be awarded in one Contract. Fifty-one percent (51%) of the Work under the Contract Documents must be self-performed by the General Contractor. The Project will be awarded by base bid on a lump sum basis for the performance and completion of all Work required by the Contract Documents.

The Contract Documents include, but may not be limited to, the Instructions to Bidders, the Contract Agreement, the General Conditions, the Drawings, the Specifications (Divisions 01 through 46, inclusive, where applicable), and the forms of Bid Bond, Performance Bond, and Payment Bond. These and any other Contract Documents may be examined at the following location:

Engineering Department
Macon Water Authority
537 Hemlock Street
Macon, GA 31201

Copies of Bidding Documents may be purchased from Memphis Reprographics. Details for ordering are available at bidding.bargedesign.com or via phone at 901-381-9811. Cost of Bidding Documents is \$400.00 plus shipping per set. No part of the purchase will be refunded. No partial sets of bidding documents shall be issued. **Bidders must purchase the Contract Documents in**

order to be eligible to submit a bid. Bid documents on the MWA website are for informational purposes only.

Each Bid must be accompanied by a Bid Bond in the amount of 10% of the Bid, prepared on the form of Bid Bond that is part of the Contract Documents, duly executed by the Bidder as principal and having as surety thereon a surety company licensed to do business in the State of Georgia and listed in the latest issue of U.S. Treasury Circular 570.

Bidders must comply with the Disadvantaged Business Enterprise Participation Requirements specified in the Instructions to Bidders.

The Bidder shall affix to the outside of its Bid envelope the Bidder's Georgia Utility Contractor License Number. A license number of a Utility Manager or a subcontractor is insufficient, and any Bid that fails to affix to the outside of its Bid envelope the Bidder's Georgia Utility Contractor License Number may be rejected.

The successful Bidder for this Project shall be required to furnish a Performance Bond and Payment Bond, satisfactory to the Owner, each in the amount of 100 % of the Contract Price.

Employment of Local Businesses and Contractors: It is the desire of the Owner that local businesses--including disadvantaged, minority, and women enterprise subcontractors-- be given the opportunity to participate on the various parts of the Work.

The Owner's encouragement of participation of disadvantaged, minority, and women enterprises and of locally owned businesses and contractors is not intended to restrict or limit competitive bidding or to increase the cost of the Work. The Owner supports a healthy, free market system that seeks to include responsible local businesses and provide ample opportunities for local business growth and development.

In an effort to assist minority-owned businesses, Georgia law permits an income tax adjustment on the state tax return of any company that subcontracts with a certified minority-owned firm to furnish goods, property or services to the State of Georgia pursuant to O.C.G.A. §48-7-38. Suppliers should consult with their tax advisors to find out how to take advantage of these tax credits.

The Owner reserves the right to reject any or all Bids. The Owner reserves the right to waive informalities and technicalities.

DIRECTIONS TO Frank C. AMERSON WATER TREATMENT PLANT

From the East on US 129

Take US 129. When you pass the Super Walmart, move to the right lane and turn right onto Shurling Drive (GA 49). Go 0.2 miles to Clinton/Upper River Rd. Turn right, go 3 miles to the (OLD TOWN CREEK STORE)right past the parking lot on your left you will see Dr. Lee Rd. Turn left and go 1 mile to Amerson/Town Creek Water Treatment Plant gate. Go 1.1 miles to Administration Building (Park in front).

From the West on US 80

Take US 80 to I-75 North and exit on Exit 165 to I-16 East. Take Exit 1A (Spring Street). Turn left on Spring Street (US 129), and go 1.1 miles to Shurling Dr. Turn left and go 0.2 miles to Clinton/Upper River Rd. Turn right and go 3.

to the (OLD TOWN CREEK STORE)right past the parking lot on your left you will see Dr. Lee Rd. Turn left and go 1 mile to Amerson/Town Creek Water Treatment Plant gate. Go 1.1 miles to Administration Building (Park in front).

From the East on I-16

Take I-16 to Exit 1B. Turn left on Second St and go 0.5 miles, and then merge with traffic on Gray Hwy. Go 0.6 miles to Shurling Dr. and turn left. Go 0.2 miles to Clinton/Upper River Rd. Turn right, go 3 miles to the (OLD TOWN CREEK STORE)right past the parking lot on your left you will see Dr. Lee Rd. Turn left and go 1 mile to Amerson/Town Creek Water Treatment Plant gate. Go 1.1 miles to Administration Building (Park in front).

From the North on I-75

Take I-75 South to Exit 165 onto I-16 East. When you reach I-16, quickly move to the right lane and exit at 1A and stay in the left lane. Turn left onto Spring St. (US 129) and drive 1.1 miles to Shurling Dr. Turn left and go 0.2 miles to Clinton/Upper River Rd. Turn right and go 3 miles to the (OLD TOWN CREEK STORE)right past the parking lot on your left you will see Dr. Lee Rd. Turn left and go 1 mile to Amerson/Town Creek Water Treatment Plant gate. Go 1.1 miles to Administration Building (Park in front).

From the South on I-75

Take I-75 North to Exit 165 and exit onto I-16 East. Take Exit 1A (Spring St). Turn left onto Spring St. (US 129) and go 1.1 miles to Shurling Dr. Turn left and go 0.2 miles to Clinton/Upper River Rd. Turn right and go 3 miles to the (OLD TOWN CREEK STORE)right past the parking lot on your left you will see Dr. Lee Rd. Turn left and go 1 mile to Amerson/Town Creek Water Treatment Plant gate. Go 1.1 miles to Administration Building (Park in front).

The Plant Phone Numbers is (478) 464-5650

From Atlanta:

- Take I-75 South to Macon to I-16 East (Savannah).
- On I-16 go to exit 1A (Spring Street). Turn left at the end of exit ramp.
- Go 1.1 miles to the 4th traffic light (Walgreen's pharmacy on left side) and turn left onto Shurling Drive.
- Turn right onto Clinton Rd. and then stay straight onto Upper River Rd. (high school field on left hand side).
- On Upper River Rd. go 2.7 miles to the gas station on the left. Immediately turn left onto Dr. Lee Rd.
- Go 1 mile and the entrance will be on your right.

From Savannah:

- Take I-16 West to Macon to exit 2 (MLK/ Coliseum Drive). Turn right onto Coliseum Drive.
- Turn left at the traffic light onto Emery Hwy. (T intersection).
- Turn right at the traffic light onto Second St.
- Merge into traffic on Gray Hwy.
- Go 0.7 miles to the 1st light (Walgreen's pharmacy on left side) and turn left onto Shurling Drive.
- Turn right onto Clinton Rd. and then stay straight onto Upper River Rd. (high school field on left hand side).
- On Upper River Rd. go 2.7 miles to the gas station on the left. Immediately turn left onto Dr. Lee Rd.
- Go 1 mile and the entrance will be on your right.

From Valdosta:

- Take I-75 North to Macon to I-16 East (Savannah).
- On I-16 go to exit 1A (Spring Street). Turn left at the end of exit ramp.
- Go 1.1 miles to the 4th traffic light (Walgreen's pharmacy on left side) and turn left onto Shurling Drive.
- Turn right onto Clinton Rd. and then stay straight onto Upper River Rd. (high school field on left hand side).
- On Upper River Rd. go 2.7 miles to the gas station on the left. Immediately turn left onto Dr. Lee Rd.
- Go 1 mile and the entrance will be on your right.

The Macon Water Authority
Michel Wanna
Interim Executive Director & President

END OF SECTION

INSTRUCTIONS TO BIDDERS

1.01 CONTRACT DOCUMENTS

- A. The Bidder's attention is directed to the General Conditions and other Contract Documents, all of which should be reviewed and studied by the Bidders before submitting a Bid.
- B. The Contract Documents shall define and describe the complete Work to which they relate.

1.02 DEFINITIONS

The Bidder's attention is called to the definitions set forth in Article 41 of the General Conditions.

1.03 PREPARATION AND EXECUTION OF BID

- A. Each Bid must be prepared to represent that it is based solely upon the materials and equipment specified in the Contract Documents.
 - 1. *Trade Names.*— When reference is made in the Contract Documents to trade names, brand names, or to the names of manufacturers, such references are made solely to indicate that products of that description may be furnished and are not intended to restrict competitive bidding. Unless requests for approvals of other products have been received and approvals have been published by addendum in accordance with the procedure described below in this Section, the successful Bidder may furnish no products of any trade names, brand names, or manufacturers' names except those designated in the Contract Documents.
 - 2. *Use of other products.*—If a Bidder desires to use products of trade or brand names or of manufacturers' names which are different from those specified in the Contract Documents, application for the approval of the use of such products must be received by the Engineer at least ten (10) days prior to the date set for the opening of Bids. The application to the Engineer for approval of a proposed product must be accompanied by:
 - a. a schedule setting forth in which respects the materials or equipment submitted for consideration differ from the materials or equipment designated in the Contract Documents; and
 - b. a copy of the published recommendations of the manufacturer for the installation of the product together with a complete schedule of changes in the drawings and specifications, if any, which must be made in other work in order to permit the use and installation of the proposed product in accordance with the recommendations of the manufacturer of the product.

In addition, the Engineer will give consideration to reports from reputable independent testing laboratories, verified experience records showing the reputation of the proposed product with previous users, evidence of reputation of the

- manufacturer for prompt delivery, evidence of reputation of the manufacturer for efficiency in servicing its products, or any other written information that is helpful in the circumstances. To be approved, a proposed product must also meet or exceed all express requirements of the Contract Documents.
3. *Burden of proof.*— The degree of proof required for approval of a proposed product as acceptable for use in place of a named product or products is that amount of proof necessary to convince a reasonable person beyond all doubt.
 4. *Request for conference.*—Any Bidder who alleges that rejection of a submittal is the result of bias, prejudice, caprice, or error on the part of the Engineer may request a conference with a representative of the Owner: PROVIDED, that the request for said conference, submitted in writing, shall be received by the Owner at least five (5) days prior to the date set for the opening of Bids, time being of the essence.
 5. *Issuance of addenda.*— If the submittal is approved by the Engineer, an addendum will be issued to all prospective Bidders. Issuance of an addendum is a representation to all Bidders that the Engineer, in the exercise of its professional judgment and discretion, established that the product submitted for approval is acceptable and meets or exceeds all express requirements.
- B. Each Bid must be submitted on the Bid forms which are a part of the Contract Documents. **All blank spaces for Bid prices, both words and figures, must be filled in and completed in ink.** In case of discrepancy, the amount shown in words will govern. All required enclosed certifications or other documents must be fully completed and executed when submitted.
- C. In case of discrepancies between the figures shown in the unit prices and the totals, the unit prices shall apply and the totals shall be corrected to correspond with the unit prices. In case of discrepancies between written amounts and figures, written amounts shall take precedence over figures and the sum of all Bid extensions (of unit prices) plus lump sum items shall take precedence over the Bidders input of the Bid Total.
- D. Each Bid must be submitted in a sealed envelope, addressed to the Macon Water Authority (the “Owner”). Each sealed envelope containing a Bid must be plainly marked on the outside as, “Bid for Amerson WTP Structural Repairs”.
- E. The Bidder shall provide on the outside of the sealed envelope the following information:
1. Bidder's Name;
 2. Bidder's Georgia Utility Contractor License Number (if applicable); and,
 3. The words, “SEALED BID”
- F. Any Bid submitted which does not contain the above information on the outside of the sealed envelope will not be opened and will be returned to the Bidder.

- G. If forwarded by mail, the sealed envelope containing the Bid must be enclosed in another envelope addressed as follows:
- THE MACON WATER AUTHORITY
Attn: Algernon Wallace
790 Second Street
Post Office Box 108
Macon, Georgia 31202-0108
- H. Any and all Bids not meeting the aforementioned criteria for Bid submittal may be declared non-responsive, and subsequently returned to the Bidder unopened.
- I. The Bidder, in signing a Bid on the whole or any portion of the Project, shall conform to the following requirements:
1. Bids which are not signed by individuals making the Bid shall have attached thereto a power of attorney evidencing authority to sign the Bid in the name of the person for whom it is signed.
 2. Bids which are signed for a partnership shall be signed by all of the partners or by an attorney-in-fact. If a Bid is signed by an attorney-in-fact, there should be attached to the Bid a power of attorney executed by the partners evidencing authority to sign the Bid.
 3. Bids which are signed for a corporation shall have the correct, legal corporate name thereof, as reflected in the records of the Georgia Secretary of State, and the signature of the president or other authorized officer of the corporation manually written below the corporate name following the wording "By _____." The corporate seal shall be affixed to the Bid.
 4. The Bidder shall complete, execute and submit the following documents, (if applicable to the Bidder) which are a part of the Contract Documents:
 - a. The Bid;
 - b. The Bid Bond;
 - c. Statement of Bidder's Qualifications;
 - d. Statement of Equipment;
 - e. Corporate Certificate, if the Bidder is a corporation;
 - f. Statement of Disadvantaged Business Enterprise ("DBE") compliance;
 - g. Contractor's License Certification;
 - h. Photocopy of State of Georgia Utility Contractor's License;
 - i. Photocopy of Certificate of Authority from Georgia Secretary of State's Office to do work in Georgia (if out of state contractor);
 - j. Non-Collusion Affidavit of Prime Bidder;
 - k. Any and all forms, certifications or other documentation required by the Georgia Department of Natural Resources Environmental Protection Division.

1.04 METHOD OF BIDDING

The unit or lump sum price for each of the several items in the Bid of each Bidder shall include its pro rata share of overhead and profit so that the sum of the products, obtained by multiplying the quantity shown for each item by the unit price, represents the total Bid. Any Bid not conforming to this requirement may be rejected. Additionally, unbalanced Bids (including unbalanced unit prices) may be rejected. Conditional Bids shall not be accepted. **The special attention of all Bidders is called to this provision, for should conditions make it necessary to revise the quantities, no limit will be fixed for such increased or decreased quantities, nor extra compensation allowed.**

1.05 ADDENDA AND INTERPRETATIONS

- A. No interpretation of the meaning of the Drawings, Specifications or other pre-bid documents or Contract Documents shall be made to any Bidder orally.
- B. Any and all such interpretations and any supplemental instructions will be in the form of written Addenda to the Contract Documents which, if issued, will be mailed, shipped or faxed to all prospective Bidders (at the respective addresses furnished) at least seventy-two (72) hours (exclusive of weekends and holidays) prior to the date fixed for the opening of Bids.
- C. Failure of Bidders to receive or acknowledge any Addendum shall not relieve them of any obligation under the Bid or the Contract Documents. All Addenda shall become part of the Contract Documents and obligations there under binding.

1.06 BID MODIFICATIONS

Bidders may modify their Bid by facsimile communication at any time prior to the scheduled closing time for receipt of Bids, provided such facsimile communication is received by the Owner prior to the time Bids are required, and provided further that the Owner is satisfied that a written confirmation of the facsimile modification over the signature of the Bidder was mailed by the Bidder to the Owner prior to the time Bids are required. The facsimile communication should not reveal the Bid price but should provide the addition or subtraction or other modification so that the final prices or terms will not be known by the Owner until the sealed Bid is opened. If written confirmation from the Bidder is not received by the Owner within two business days from the time Bids are required, no consideration will be given to the facsimile modification and the facsimile modification shall be rejected.

1.07 BID SECURITY

- A. Each Bid must be accompanied by a Bid Bond, prepared on the form of Bid Bond included herein, duly executed by the Bidder as principal and having as surety thereon a surety company authorized to do business in the State of Georgia and listed in the latest issue of U.S. Treasury Circular 570, in the amount of **ten (10%)** percent of the

Bid. Attorneys-in-fact who sign Bonds must file with each Bond a currently dated and valid original of their power of attorney. Where validity and currentness of a power of attorney are established by certification executed by a corporate officer, the certification shall be made and executed by a corporate officer of record, as reflected in the records of the Georgia Secretary of State, or by valid corporate resolution or authorization identifying such corporate officer.

- B. Except as provided in O.C.G.A. §§ 36-91-52 and 36-91-53, if for any reason whatsoever the successful Bidder withdraws from the competition after opening of the Bids, or if Bidder refuses to execute and deliver the Contract and Bonds required in Article 2 of the General Conditions, the provisions of the Bid Bond may be enforced.
- C. Except as provided in O.C.G.A. §§ 36-91-52 and 36-91-53, a Bid may not be revoked or withdrawn until sixty (60) days after the time set for opening the Bids. Upon expiration of this time period, the Bid will cease to be valid, unless the Bidder provides written notice to the Owner prior to the scheduled expiration date that the Bid will be extended for a time period specified by the Owner.

1.08 RECEIPT AND OPENING OF BIDS

The Owner may consider a technicality and informality in any Bid not prepared and submitted in strict accordance with the provisions hereof and may waive any technicality and informality or reject any and all Bids. Any Bid may be withdrawn prior to the above scheduled time for the opening of Bids or authorized postponement thereof. Any Bid received after the time and date specified shall not be opened.

1.09 CONDITIONS OF THE PROJECT

- A. Each Bidder must be informed fully of the conditions relating to the construction of the Project and the employment of labor thereon. Failure to do so will not relieve a successful Bidder of the obligation to furnish all material and labor necessary to carry out the provisions of the Contract Documents. Insofar as possible, the Bidder, in carrying out the Work, must employ such methods or means as will not cause any interruption of or interference with the work of any other contractor.
- B. The Bidder is advised to examine the location of the Project and to be informed fully as to its conditions; access requirements, the conformation of the ground; the character, quality and quantity of the products needed preliminary to and during the prosecution of the work; the general and local conditions and all other matters which can in any way affect the work to be done under the Contract Documents. Failure to examine the site will not relieve the successful Bidder of an obligation to furnish all products and labor necessary to carry out the provisions of the Contract Documents.
- C. The Bidder shall notify the Owner of the date and time Bidder proposes to examine the location of the Project. The Bidder shall confine examination to the specific areas designated for the proposed construction, including easements and public right-of-ways. If, due to some unforeseen reason, the proceedings for obtaining the proposed construction site (including easements), have not been completed, the Bidder may enter

the site only with the express consent of the property owner. The Bidder is solely responsible for any damages caused by examination of the site.

- D. All anticipated federal, state and local permits required for the Project have been obtained.
- E. All rights of way and easements anticipated for the Project have been obtained.

1.10 EQUAL EMPLOYMENT OPPORTUNITY

- A. During the performance of the Contract, the Bidder agrees as follows:
 - 1. The Bidder shall not discriminate against any employee or applicant for employment, or in any employment action during employment, based upon any applicable, legally-recognized and protected basis, including, but not limited to, veteran status, uniformed service member status, race, color, religion, sex, sexual orientation, gender identity, age (40 and over), pregnancy (including childbirth, lactation and related medical conditions), national origin or ancestry, citizenship status, physical or mental disability, genetic information (including testing and characteristics), or any other consideration protected by federal, state, or local law.
 - 2. The Bidder shall, in all solicitation or advertisement for employees placed by or on behalf of Bidder, state that all qualified applicants will receive consideration for employment without regard to any applicable, legally-recognized and protected consideration, including, but not limited to veteran status, uniformed service member status, race, color, religion, sex, sexual orientation, gender identity, age (40 and over), pregnancy (including childbirth, lactation and related medical conditions), national origin or ancestry, citizenship status, physical or mental disability, genetic information (including testing and characteristics), or any other characteristic or basis protected by federal, state, or local law.
 - 3. The Bidder shall send to each labor union or representative of the workers, with which the Bidder has a collective bargaining agreement or other contract or understanding, a notice advising the labor union or worker's representative of the Bidder's commitments under the Equal Employment Opportunity Program of the Owner and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 - 4. The Bidder and its subcontractors, if any, shall file compliance reports at reasonable times and intervals with the Owner in the form and to the extent prescribed by the Owner or the Georgia Department of Natural Resources. Compliance reports filed at such times as directed shall contain information as to the employment practices, policies, programs and statistics of the Bidder and its subcontractors.
 - 5. The Bidder shall demonstrate by the documentation required in Paragraph C, below, that a "Good Faith Effort" has been made to achieve compliance with the Owner's goal that a minimum of ten percent (10%) of the Contract Price shall be

subcontracted to a Disadvantaged Business Enterprise (DBE), which includes *business enterprises owned by women and by minorities*. More specifically, as used herein, the term “DBE” means a firm or business which is at least fifty-one percent (51%) owned, operated, capitalized, and controlled by one or more United States citizens or lawfully admitted residents who are socially and economically disadvantaged, as defined below.

As used herein, social disadvantage means an individual who is a member of a *presumed group* or who is a *woman*. Economic disadvantage, as used herein, means, generally, a socially disadvantaged individual who does not have a personal net worth in excess of \$1.32 million dollars, excluding the primary residence and ownership in the subject firm.

Member(s) of a *presumed group* include Black Americans (any Black racial group originating in Africa); Hispanic Americans (origins in Mexico, Puerto Rico, Cuba, Central and South America, or other Spanish or Portuguese cultures); Native Americans (Native of Alaska or Hawaii or certified member of a federal or state recognized Tribe); Asian Pacific Americans (origins in the Pacific Islands, China, Taiwan, Korea, Japan, Thailand, Burma, Cambodia, Vietnam, Malaysia, Indonesia, Singapore, or Philippines); and Subcontinent Asian Americans (origins in India, Pakistan, Bangladesh, Bhutan, Maldives Islands, Nepal, or Sri Lanka).

As used herein, the term “subcontracted” means providing subcontracting services or furnishing products or materials to be utilized in the performance of the Work.

6. The Bidder shall include the provisions of paragraphs 1 through 6 of this Section 1.10.A in every subcontract or purchase order so that such provisions will be binding upon each subcontractor or vendor.
 - B. In determining whether a Bidder has made “Good Faith Efforts”, the Owner will look not only at the different kinds of effort that a Bidder has made, but also the quantity and intensity of these efforts.
 - C. The following list of kinds of efforts is provided for consideration, but this is not an exhaustive list of efforts that may be considered by the Owner:
 1. Whether the Bidder attended any pre-solicitation or pre-bid meetings that were scheduled by the Agent to inform DBEs of contracting and subcontracting opportunities;
 2. Whether the Bidder advertised in general circulation, trade association, and minority-focus media concerning the sub-contracting opportunities;
 3. Whether the Bidder provided written notice to a reasonable number of specific DBEs that their interest in the Contract was being solicited, in sufficient time to allow the DBEs to participate effectively;
 4. Whether the Bidder followed up initial solicitations of interest by contacting

DBEs to determine with certainty whether the DBEs were interested;

5. Whether the Bidder selected portions of the Work to be performed by DBEs in order to increase the likelihood of meeting the DBE goals (including, where appropriate, breaking down contracts into economically feasible units to facilitate DBE participation);
 6. Whether the Bidder provided interested DBEs with adequate information about the Drawings, Specifications and requirements of the Contract Documents;
 7. Whether the Bidder negotiated in good faith with interested DBEs, not rejecting DBEs as unqualified without sound reasons based on a thorough investigation of their capabilities;
 8. Whether the Bidder made efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance required by the Contract Documents or Contractor; and
 9. Whether the Bidder effectively used the services of available minority or women community organizations; minority or women contractor's groups; local, state and federal minority or women business assistance offices and other organizations that provide assistance in the recruitment and placement of DBEs.
- D. Each Bidder shall include with his or her Bid a Statement of Disadvantaged Firm Utilization. Such statement shall include, as a minimum, the names and addresses of all disadvantaged/minority/women enterprise firms providing subcontracting services, furnishing products or materials, etc., the nature of the work to be contracted; and the anticipated cost of the services by each named firm as a percentage of the total Contract Price set forth in the Bid. The percentage participation should be calculated on the basis of the proportion of total dollar value of the Bid, including bulk purchase materials supplied by DBEs.
- E. It is the desire of the Owner that DBEs be given the opportunity to bid on the various parts of the Work, and that to the extent feasible, DBE firms in the Middle Georgia area will be solicited and used in order to meet the DBE goal set forth above. However, this desire is not intended to restrict or limit competitive bidding or to increase the cost of the Work. The Owner supports a healthy, free market system that seeks to include responsible businesses and provide ample opportunities for business growth and development.

In an effort to assist minority-owned businesses, Georgia law permits an income tax adjustment on the state tax return of any company that subcontracts with a certified minority-owned firm to furnish goods, property or services to the State of Georgia pursuant to O.C.G.A. §48-7-38. Suppliers should consult with their tax advisors to find out how to take advantage of these tax credits.

1.11 NOTICE OF SPECIAL CONDITIONS

If any special federal, state, county or city laws, municipal ordinances, and the rules and regulations of any authorities having jurisdiction over construction of the Project, enclosed, herein referred to, or applicable by law to the Project, conflict with requirements of the Contract Documents, then the federal, state, county or city laws, municipal ordinances, and the rules and regulations of any authorities having jurisdiction over construction of the Project shall prevail and supersede the conflicting requirements of the Contract Documents.

1.12 OBLIGATION OF BIDDER

- A. By submission of a Bid, each Bidder warrants that Bidder has inspected the site and has read and is thoroughly familiar with the Contract Documents (including all addenda). The failure or omission of any Bidder to examine any form, instrument or document shall in no way relieve any Bidder from any obligation in respect to the Bid.
- B. Special attention is directed to Article 4, "Insurance" contained at pages 00700-3 through 00700-6 in the General Conditions. The Owner requires (1) "Worker's Compensation and Employer's Liability Insurance," (2) "Commercial General and Umbrella Liability Insurance," (3) "Business Auto and Umbrella Liability Insurance," and (4) "Materials and Floater" Insurance. For each of the required policies, the Owner requires a certificate of insurance at least quarterly, a copy of the endorsement of the insurance company showing the Owner as an additional insured, and a copy of the insurance policy declaration and any necessary endorsements.
- C. Attention is further directed to Paragraph 6 of 00500, Contract Agreement and Article 9 of 00700, General Conditions regarding assignments. Prior written consent of the Owner is required for any assignment of any portion of this Contract, including any assignment due to "buyout" of Bidder or other acquisition of Bidder where the Bidder is a corporation or where Bidder is 50 percent or more owned by a corporation, firm, or person.

1.13 METHOD OF AWARD

- A. The Contract, if awarded, will be awarded to the lowest responsible and responsive Bidder whose Bid meets the requirements and criteria set forth in the Contract Documents. The Contract, if awarded, will be awarded by base bid on a lump sum basis, comprised of unit prices, for the performance and completion of all Work required by the Contract Documents.
- B. The Bidder to whom the award is made will be notified. The Owner reserves the right to reject any and all Bids and to waive any technicalities and informalities in Bids received whenever such rejection or waiver is in the Owner's interest.
- C. A responsive Bidder shall be one who submits a Bid in the proper form without qualification or intent other than as called for in the Contract Documents, and who binds itself on behalf of the Bid to the Owner with the proper Bid Bond completed and

attached, and who properly completes all forms required to be completed and submitted at the time of the Bidding. The Bidder shall furnish all data, documents, forms, and certifications required by the Contract Documents. Failure to do so may result in the Bid being declared non-responsive.

D. A responsible Bidder shall be one who can fulfill the following requirements:

1. The Bidder shall maintain a permanent place of business. This requirement applies to the Bidder where the Bidder is a division of a corporation, or where the Bidder is 50 percent or more owned by a person, corporation or firm.
2. The Bidder shall demonstrate adequate construction experience and sufficient equipment resources to properly perform the work under and in conformance with the Contract Documents. This evaluation will be based upon a list of completed or active projects and a list of construction equipment available to the Bidder to perform the work. The Owner may make such investigations as deemed necessary to determine the ability of the Bidder to perform the Work, and the Bidder shall furnish to the Owner all such information and data for this purpose as the Owner may reasonably request. The Owner reserves the right to reject any Bid if the evidence submitted by, or investigation of, such Bidder fails to satisfy the Owner that such Bidder is properly qualified to carry out the obligations of the Contract Documents and to complete the Project contemplated therein.
3. The Bidder shall demonstrate financial resources of sufficient strength to meet the obligations incident to the performance of the Work covered by the Contract Documents. The ability to obtain the required Performance and Payment Bonds will not alone demonstrate adequate financial capability.

1.14 EMPLOYMENT OF LOCAL LABOR

Preference in employment on the Project shall, insofar as practical, be given to qualified local labor.

END OF SECTION

FEDERAL WORK AUTHORIZATION PROGRAM AFFIDAVITS

**EACH BIDDER MUST PROVIDE THE OWNER WITH THE
PROPERLY COMPLETED AND PROPERLY SIGNED FEDERAL
WORK AUTHORIZATION PROGRAM AFFIDAVITS AS
REQUIRED BY O.C.G.A. § 13-10-91**

**THIS FORM MUST BE COMPLETED BY ALL CONTRACTORS, ALL
SUBCONTRACTORS AND ALL SUB-SUBCONTRACTORS**

THE FORMS ARE ATTACHED HERETO.

Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1)

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of the Macon Water Authority has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Contractor

Name of Project

Name of Public Employer: the Macon Water Authority

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, ____, 20__ in _____ (city), _____ (state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE _____ DAY OF _____, 20__.

NOTARY PUBLIC

My Commission Expires: _____, 20__.

Subcontractor Affidavit under O.C.G.A. § 13-10-91(b)(3)

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with _____ [insert name of contractor] on behalf of the Macon Water Authority has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five business days of receipt. If the undersigned subcontractor receives notice that a sub-subcontractor has received an affidavit from any other contracted sub-subcontractor, the undersigned subcontractor must forward, within five business days of receipt, a copy of the notice to the contractor. Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Subcontractor

Name of Project

Name of Public Employer: Macon Water Authority

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, ____, 20__ in _____ (city), _____ (state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE _____ DAY OF _____, 20__.

NOTARY PUBLIC

My Commission Expires: _____, 20__.

Sub-subcontractor Affidavit under O.C.G.A. § 13-10-91(b)(4)

By executing this affidavit, the undersigned sub-subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract for _____ [insert name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract] and _____ [insert name of contractor] on behalf of the Macon Water Authority has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned sub-subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned sub-subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the sub-subcontractor with the information required by O.C.G.A. § 13-10-91(b). The undersigned sub-subcontractor shall submit, at the time of such contract, this affidavit to _____ [insert name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract]. Additionally, the undersigned sub-subcontractor will forward notice of the receipt of any affidavit from a sub-subcontractor to _____ [insert name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract]. Sub-subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Sub-subcontractor

Name of Project

Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, ____, 20__ in _____ (city), _____ (state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE _____ DAY OF _____, 20__.

NOTARY PUBLIC

My Commission Expires: _____, 20__.

BID

TO: MACON WATER AUTHORITY

FROM: _____
(Bidder's Name)

FOR: Amerson WTP Structural Repairs

Submitted: _____, 20__

The undersigned Bidder, in compliance with your Invitation to Bid for the construction of this Project, having examined the Contract Documents and the site of the proposed Work, and being familiar with all of the conditions surrounding the construction of the proposed Project, including the availability of materials and labor, hereby proposes to construct the Project in accordance with the Contract Documents.

The Bidder proposes and agrees, if this Bid is accepted, to contract with the Macon Water Authority, in the form of Contract Agreement specified, and to furnish all necessary products, machinery, tools, apparatus, means of transportation and labor necessary to complete the construction of the Work in full and complete accordance with the reasonably intended requirements of the Contract Documents to the full and entire satisfaction of the Macon Water Authority with a definite understanding that no money will be allowed for extra work except as set forth in the Contract Documents, for the following prices:

Item No.	Quantity	Unit	Description	Unit Price	Total Price
1	Architectural Repairs				
a.	1	LS	Exterior Walls		
b.	1	LS	Pipe Gallery		
2	Mechanical Repairs				
a.	1	LS	Hard Pipe Water Drains		
b.	1	LS	Dehumidifiers		
c.	1	LS	HVAC Demolition		
d.	1	LS	Electrical		
3	Structural Repairs				
a.	30	EA	Pipe Gallery Walls - Seal Pipe Penetrations - Polyurethane Injection		
b.	1,600	LF	Pipe Gallery Walls - Seal Wall Cracks - Polyurethane Injection		
c.	1	LS	Pipe Gallery Walls - Spalling Patching		
d.	1	LS	Pipe Gallery Walls - Clean-out Pipe - Debris Removal & Crack Repair		
e.	900	LF	Pipe Gallery Elevated Slab - Seal Ceiling Cracks - Polyurethane Injection		
f.	1	LS	Pipe Gallery Elevated Slab - Corroded Rebar Repair		
g.	900	LF	Pipe Gallery Elevated Slab - V-Route Slab Cracks		
h.	21	EA	Helical Anchors		
i.	1	LS	Helical Anchors - Pressure Grouting		
j.	1	LS	Helical Anchors - Miscellaneous Site Prep & Restoration		
k.	250	LF	Seal Ramp Concrete Walls - Rigid Epoxy Injection		
l.	1	LS	Seal Ramp Concrete Walls - Spalling Patching		
m.	1	LS	Year 1 Filter Pit Concrete Repair – Polyurethane Injection		
n.	1	LS	Year 2 Filter Pit Concrete Repair – Polyurethane Injection		
o.	1	LS	Year 3 Filter Pit Concrete Repair – Polyurethane Injection		
4	Additional Work If Ordered By The Engineer				
a.	11,000	SF	Year 1 - Epoxy Coat Filter Pit Walls		
b.	11,000	SF	Year 2 - Epoxy Coat Filter Pit Walls		
c.	11,000	SF	Year 3 - Epoxy Coat Filter Pit Walls		
d.	7,000	SF	Epoxy Coat Exterior Elevated Slabs		
TOTAL BASE BID (ITEMS 1-4):					

Total Bid for Items 1 through 4, inclusive, in the amount of

_____ Dollars

(\$ _____) which sum hereinafter is called the "Base Bid".

The Bidder agrees hereby to commence Work under this Contract, with adequate personnel and equipment, on a date to be specified in a written order of the Engineer, and to fully complete all Work under this Contract within one thousand and ninety-five (1,095) consecutive calendar days from and including said date specified in the written order of the Engineer or and the amounts stipulated in Section 013500 . Bidder understands that time is of the essence for the work under this Contract, and timely completion of the Work is important for MWA's operations. Therefore, Bidder further agrees to pay as liquidated damages, the sum of \$1,000.00 for each calendar day thereafter required to achieve substantial completion of all Work which Bidder agrees is a reasonable estimate of the damages that MWA would incur as a result in Bidder's delay in achieving substantial completion of the Work.

The Bidder declares an understanding that the quantities shown for unit price items are subject to either increase or decrease, and that should the quantities of any of the items of Work be increased, the Bidder proposes to do the additional Work at the unit prices stated herein; and should the quantities be decreased, the Bidder also understands that payment will be made on the basis of actual quantities at the unit price bid and will make no claim for additional costs or anticipated profits for any decrease in quantities; and that actual quantities will be determined upon completion of Work, at which time adjustment will be made to the Contract Price by direct increase or decrease.

In case of discrepancies between the figures shown in the unit prices and the totals, the unit prices shall apply, and the totals shall be corrected to agree with the unit prices. In case of discrepancies between written amounts and figures, written amounts shall take precedence over figures and the sum of all Bid extensions (of unit prices) plus lump sum items shall take precedence over the Bidder's represented BID TOTAL.

The Bidder furthermore agrees that, in the case of a failure to execute the Contract Agreement and Bonds within ten days after receipt of conformed Contract Documents for execution, the attached Bid Bond accompanying this Bid and the monies payable thereon shall be paid into the funds of the Macon Water Authority as liquidated damages for such failure.

Bid

Attached hereto is a Bid Bond for the sum of _____

_____ Dollars (\$ _____) according to the conditions of "Instructions to Bidders" and provisions thereof.

Bidder acknowledges receipt of the Following Addenda:

Addendum No. 1, dated: _____

Addendum No. 2, dated: _____

Addendum No. 3, dated: _____

Addendum No. 4, dated: _____

Remainder of Page Left Blank
[Signatures, attestations, and seal on following page]

BIDDER:

By: _____

Name: _____
(Print or Type)

Title: _____

Address: _____

Phone: _____

Attest: _____

Name: _____
(Print or Type)

Title: _____

(SEAL)

Note: Attest for a corporation must be by the secretary of record for the corporation, as reflected in the records of the Georgia Secretary of State; for a partnership by another partner; for an individual by a notary.

Note: If the Bidder is a corporation, the Bid shall be signed by an officer of the corporation; if a partnership, it shall be signed by a partner. If signed by others, authority for signature shall be attached.

The full names and addresses of persons or parties interested in the foregoing Bid, as principals, are as follows:

<u>Name</u>	<u>Address</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

END OF SECTION

BID BOND

STATE OF GEORGIA

COUNTY OF MACON-BIBB

KNOW ALL MEN BY THESE PRESENTS, that we, _____, as Principal, and _____, as Surety, are held and firmly bound unto the Owner, the Macon Water Authority, in the sum of _____ Dollars (\$ _____) lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, personal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted to the Owner a Bid for the Amerson WTP Structural Repairs.

NOW THEREFORE, the conditions of this obligation are such that if the Bid be accepted, the Principal shall, within ten days after receipt of conformed Contract Documents, execute a Contract in accordance with the Bid upon the terms, conditions and prices set forth therein, and in the form and manner required by the Contract Documents and execute sufficient and satisfactory separate Performance and Payment Bonds payable to the Owner, each in an amount of 100 percent of the total Contract Price, in form satisfactory to the Owner, then this obligation shall be void; otherwise, it shall be and remain in full force and effect in law; and the Surety shall, upon failure of the Principal to comply with any or all of the foregoing requirements within the time specified above, immediately pay to the aforesaid Owner, upon demand, the amount hereof in good and lawful money of the United States of America, not as a penalty, but as liquidated damages.

This bond is given pursuant to and in accordance with the provisions of the Georgia Procurement Manual and Georgia Local Government Public Works Construction Law, O.C.G.A. § 36-91-1 et. seq.. All the provisions of the law referring to this character of bond as set forth in said Manual or Code Sections or as may be hereinafter enacted and these are hereby made a part hereof to the same extent as if set out herein in full.

*Remainder of Page Left Blank
[Signatures, attestations, and seals on following page]*

IN WITNESS WHEREOF, the said Principal has hereunder affixed its signature and seal, and said Surety has hereunto caused to be affixed its corporate signature and seal, by its duly authorized officers, on this _____ day of _____, 20__.

CONTRACTOR - PRINCIPAL: _____

By: _____

Name: _____

(Print or Type)

Address: _____

Phone: _____

Attest: _____

Name: _____

(Print or Type)

Title: _____

(SEAL)

Note: Attest for a corporation must be by the secretary of record for the corporation, as reflected in the records of the Georgia Secretary of State; for a partnership by another partner; for an individual by a notary.

SURETY: _____

By: _____

Name: _____

(Print or Type)

Title: _____

Phone: _____

Attest: _____

Name: _____

(Print or Type)

Title: _____

(SEAL)

Note: Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the Project is located.

END OF SECTION

SECTION 00420

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 desired. Attach all additional sheets to this statement.

1. Name of Bidder: _____
2. Permanent main office address: _____
3. When organized: _____
4. If a Corporation, where incorporated: _____
5. How many years have you been engaged in the contracting business under your present firm or trade name? _____
6. Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion): _____
7. General description of type of work performed by your company: _____

8. Have you ever failed to complete any work awarded to you? If so, where and why?

9. Have you ever defaulted on a contract? If so, where and why?

10. Attach a list of the most important projects recently completed by your company which are similar in scope to this Project. For each project, list its: official name and owner, a contact person's name, company and position, address and phone number; completion date; and contract amount.
11. Names, background and experience of the principal members of your organization, including officers: _____

Statement of Bidder's Qualifications

12. The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the Owner in verification of the recitals comprising this Statement of Bidder's Qualifications.

Dated this _____ day of _____, 20__.

BIDDER: _____

By: _____

Title: _____

State of _____

County of _____

_____ being duly sworn deposes and says that he or she is _____ of _____ and that the answers to the foregoing questions and all statements therein contained are true and correct. Subscribed and sworn to before me this _____ day of _____, 20__.

Notary Public: _____

(SEAL)

My Commission Expires: _____

(Date)

END OF SECTION

SECTION 00421

STATEMENT OF EQUIPMENT

Show machinery and other equipment available to the Bidder for prosecuting the Work required by the Contract Documents. (To be filled in by Bidder and submitted with Bid.)

Available Machinery and Other Equipment	Location	Ownership	Date Proposed To Be Placed On Work
--	----------	-----------	--

The above is a true statement of the equipment available to the undersigned Bidder for prosecuting the Work required by the Contract Documents. Where it is shown that the equipment is not owned by the Bidder, arrangements have been made with the owners to furnish the equipment.

Signed: _____

Name: _____

Title: _____

END OF SECTION

SECTION 00422

CORPORATE CERTIFICATE

I, _____, certify that I am the Secretary of the Corporation named as Bidder in the foregoing Bid; that _____, who signed said Bid on behalf of the Bidder was then _____ of said Corporation; that said Bid was duly signed for and on behalf of said Corporation by authority of its Board of Directors, and is within the scope of its corporate powers; that said Corporation is organized under the laws of the State of _____.

This _____ day of _____, 20__.

(Corporate Secretary) _____

(SEAL)

END OF SECTION

STATEMENT OF DISADVANTAGED FIRM UTILIZATION

The Bidder shall list all disadvantaged firms, as are defined in the Instructions to Bidders, providing subcontracting services, furnishing products or materials, etc., to be utilized in the performance of the work. This list shall be submitted in the following format:

Subcontractor (Name & Address)	Nature of Work to be Contracted	Group (Local, DBE)	Anticipated Cost of Services (\$ Value, %)
			\$
			%
			\$
			%
			\$
			%
			\$
			%
			\$
			%
			\$
			%
			\$
			%
			\$
			%

NOTE: Any proposed changes from the above list shall be submitted in writing to the Macon Water Authority prior to initiation of the action, with the reason for the proposed deviation.

END OF SECTION

SECTION 00425

CONTRACTOR'S LICENSE CERTIFICATION

Contractor's Name: _____

Georgia Contractor's License Number: _____

Expiration Date of License: _____

I certify that the above information is true and correct and that the classification noted is applicable to the Bid for this Project.

Signed: _____

Printed: _____

Date: _____

END OF SECTION

CONTRACTOR'S CERTIFICATION OF AUTHORITY
(IF OUT OF STATE CONTRACTOR)

Contractor's Name: _____

Georgia Certificate of Authority Number: _____

Expiration Date of Certificate: _____

I certify that the above information is true and correct and that the classification noted is applicable to the Bid for this Project.

Signed: _____

Printed: _____

Date: _____

END OF SECTION

SECTION 00480

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF GEORGIA COUNTY OF _____
_____, being first duly sworn, deposes and says that:

He or she is _____
(Owner, Partner, Officer, Representative or Agent)
of _____, the Bidder that has submitted the attached Bid;

He or she is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

He or she understands that collusive bidding is a violation of State and Federal law and can result in fines, prison sentences, and civil damages awards;

Such Bid is genuine and is not a collusive or sham Bid;

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

The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this Affiant. Affiant agrees to abide by all conditions of this Bid, and certifies that he or she is authorized to sign this Bid for the Bidder.

(Signed) _____

(Title) _____

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

(Notary Public)
(SEAL)

My Commission Expires: _____

Note: If the Bidder is a partnership, all of the partners and any officer, agent or other person who

may have represented or acted for the partnership shall also make the foregoing oath. If the Bidder is a corporation, all officers, agents, or other persons who may have acted for or represented the corporation shall also make the oath.

END OF SECTION

CONTRACT AGREEMENT

AGREEMENT BETWEEN CONTRACTOR AND OWNER

THIS AGREEMENT is made and entered into on the ___ day of _____ in the year Two Thousand and _____ (20___) by and between _____, hereinafter referred to as the “Contractor”, and THE MACON WATER AUTHORITY, hereinafter (the “Owner”) (collectively, “the Parties”).

WITNESSETH, that the Contractor and the Owner, for the consideration hereinafter named, agree as follows:

1. **SCOPE OF WORK.** - That the Contractor will furnish all products, tools, construction equipment, materials, skill and labor of every description necessary to carry out and to complete in a good, firm, substantial workmanlike manner perform the Structural Repairs for Amerson WTP project and will complete the Work in strict conformity with the Drawings and the Specifications (Divisions 01 through 46, inclusive, together with the foregoing Bid made by the Contractor, the Invitation to Bid, Instructions to Bidders, General and Supplementary Conditions, Special Conditions, Performance and Payment Bonds and all Addenda hereto incorporated (if applicable) which form essential parts of this Contract Agreement, as if fully contained herein, the same collectively referred to as the “Contract Documents.”

2. **TIME OF COMPLETION.**-The Contractor shall commence the Work to be performed under this Contract Agreement on a date to be specified in a written Notice to Proceed and shall achieve substantial completion of all Work required by the Contract Documents within one hundred and fifty (1,095) consecutive calendar days (the “Contract Time”) or as specified in Section 013500. Time is of the essence and is an essential element of this Contract, and the Contractor shall pay to the Owner, not as a penalty, but as liquidated damages, the sum of One Thousand Dollars (\$1,000.00) for each calendar day for which there is an unexcused delay in achieving substantial completion of the Work within the time limit set forth herein. These liquidated damages are not established as a penalty but are reasonably calculated and agreed upon in advance by the Owner and the Contractor due to the uncertainty and impossibility of making a determination as to the actual and consequential damages incurred by the Owner and the general public of Macon-Bibb County, Georgia as a result of the failure on the part of the Contractor to achieve substantial completion of the Work on time. Such liquidated damages referred to herein are intended to be and are cumulative and shall be in addition to every other remedy now or hereafter enforceable at law, in equity, by statute, or under the Contract Documents.

3. **THE CONTRACT PRICE.**-The Owner shall pay to the Contractor for the faithful performance of the Contract Agreement, subject to additions and deductions as provided for in the Contract Documents, in current funds a sum of _____ Dollars (\$ _____ .00) (the “Contract Price”) which sum shall also pay for loss or damage arising out of the nature of the Work aforesaid, or from the action of the elements, or from unforeseen obstructions or difficulties encountered in the prosecution of the Work, and for all expenses incurred by, or in consequence of the Work, its suspension or discontinuance and for well and faithfully completing the Work and the whole thereof, as herein provided, and for replacing

defective Work or products for a period of one year after completion.

4. **PROGRESS PAYMENTS** The Owner shall make progress payments on account of the Contract Price as follows: On or about the 20th day of each month, ninety-five percent (95%) of the value, based on the contract prices, of labor and materials incorporated in the Work and of materials suitably stored at the site thereof up to the twenty-fifth day of the month preceding, as estimated by the Engineer, less the aggregate of previous payments. Application for Payment must be made on the standard Owner's form to be provided by the Owner to the Contractor. No form of collateral in lieu of cash will be acceptable as retainage. At the discretion of the Owner, the retainage of each Subcontractor may be released separately as each Subcontractor completes its work. An application for release of a Subcontractor's retainage shall bear the certificates of the Subcontractor, the Contractor, and the Engineer that the Subcontractor's work has been fully performed and that the sum for which payment is requested is due by the Contractor to the Subcontractor. Checks releasing a Subcontractor's retainage shall be made payable to the Contractor, the Contractor's surety, and the Subcontractor, and shall be mailed to the Contractor's surety. This Article does not create any contractual relationship between the Owner and the Subcontractor or any duty of the Owner to any Subcontractor. Payments pursuant to this Article shall in no way diminish, change, alter or affect the rights of the Owner under the Contract Documents.

5. **FINAL PAYMENT.**- (a)-Final payment including retainage, shall be due 30 days after the date of notice from the Owner of the final acceptance of the Work, provided that all other requirements of the Contract Documents shall have been met in full. Final payment shall be made by a check payable jointly to the Contractor and surety and shall be mailed to the surety.

(b)-Upon receipt of written notice from the Contractor pursuant to Article 30 of the General Conditions that the Work is ready for final inspection, the Engineer shall promptly make such inspection, and when he/she finds the Work complies with the Contract Documents, and when the Contract shall have been fully performed the Engineer shall promptly issue a final certificate of recommendation to the Owner, over the Engineer's signature, stating that the Work required by the Contract Documents has been completed under the terms and conditions thereof, and that the entire balance of the Contract Price found to be due to the Contractor and noted in said final certificate, is due and payable.

(c)-Before issuance of a final certificate of recommendation, the Contractor shall submit evidence satisfactory to the Engineer that all payrolls, material bills, and all other indebtedness in connection with the Work has been paid in full.

(d)-If full completion of the Work is materially delayed through no fault of the Contractor, and the Engineer so certifies same, the Owner shall, upon certificate of the Engineer, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed. Such payment shall be made under the terms and conditions of the General Conditions governing final payment, except that it shall not constitute a waiver of claims.

6. **NO ASSIGNMENT.**- This Contract and the proceeds of this Contract may not be assigned nor may the performance thereunder be assigned, except with the prior written consent of the Owner.

7. BONDS. – The Contractor shall furnish both a performance bond and a payment bond and shall pay the premium thereon. The performance bond shall guarantee the full performance of the Contract.

Remainder of Page Left Blank

[Signatures, attestations, and seals on following page]

IN WITNESS WHEREOF, the parties hereto have executed this Contract Agreement under their respective seals on the day and date first above written in six counterparts, each of which shall, without proof or accounting for the other counterparts, be deemed an original Contract.

Signed, sealed, and delivered
in the presence of:

THE MACON WATER AUTHORITY

1. _____

By: _____
Gary Bechtel, Chairman

2. _____

Attest: _____
Michel Wanna, Interim Executive Director & President

(Official Seal)

Signed, sealed, and delivered
in the presence of:

CONTRACTOR: _____

1. _____

By: (Signed) _____

2. _____

(Printed) _____

Attest: (Signed) _____

(Printed) _____

(Secretary)

(Corporate Seal)

APPROVED AS TO FORM

(Printed Name)
Attorney for the Macon Water Authority

END OF SECTION

PRE-AWARD OATH

STATE OF GEORGIA
COUNTY OF _____

In accordance with O.C.G.A. 36-91-21(e), we, the undersigned of _____

being first duly sworn, depose and say that:

We have not directly or indirectly violated O.C.G.A. 36-91-21(d), and more specifically, we have not

- prevented or attempted to prevent competition in such bidding or proposals by any means whatever,
- prevented or endeavored to prevent anyone from making a bid or proposal thereof by any means whatever, nor
- caused or induced another to withdraw a bid or proposal for the work.

We, the undersigned, to the best of our knowledge, affirm that no other officers, agents or other persons acted for or represented the Contractor in the bidding for and procurement of this Contract.

Signature	Printed Name	Title	Date
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

(Notary Public) My Commission Expires: _____

(SEAL)

END OF SECTION

PERFORMANCE BOND

Bond No. _____

KNOW ALL MEN BY THESE PRESENTS:

That

(Legal title and address of the Contractor)

as Principal (hereinafter referred to as “Contractor”), and _____

(Legal title and address of Surety)

as Surety (hereinafter referred to as “Surety”), do hereby acknowledge ourselves indebted and firmly bound and held unto the Macon Water Authority (the “Owner”) in the amount of _____ Dollars (\$ _____ .00) to which payment Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the above bound Principal has entered into a Contract with Owner bearing date of _____ for construction of Amerson WTP Structural Repairs Project in accordance with Contract Documents prepared by Owner all of which said Contract Documents are incorporated herein by reference and made a part hereof, and are hereinafter collectively referred to as the “Contract.”

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if the Contractor shall promptly and faithfully perform and comply with the terms and conditions of said Contract; and shall indemnify and save harmless the Owner against and from all costs, expenses, damages, injury or loss to which said Owner may be subjected by reason of any wrongdoing, including patent infringement, misconduct, want of care or skill, default or failure of performance on the part of said Principal, his agents, subcontractors or employees, in the execution or performance of said Contract, and shall fully reimburse and repay the said Owner any and all outlay, costs, and expense which it may incur in making good any such default and shall guarantee all products and workmanship against defects, as provided in the Contract Documents which comprise and constitute the Contract, for a period of one year and shall replace all defective work and products for such period of one year then this obligation shall be null and void; otherwise it shall remain in full force and effect.

1. The said Surety to this bond, for value received, hereby stipulates and agrees that no change or changes, extension of time or extensions of time, alteration or alterations or addition or additions to the terms of the Contract or to the Work to be performed thereunder, or the specifications or drawings accompanying same shall in any wise affect its obligations on this bond, and it does hereby waive notice of any such change or changes, extension of time or

extensions of time, alteration or alterations or addition or additions to the terms of the Contract or to the Work or to the specifications or drawings.

2. It is expressly agreed that this bond shall be amended automatically and immediately, without formal and separate amendments hereto, upon amendment to the Contract not increasing the Contract Price more than 20 percent in excess of the original Contract Price, so as to bind the Principal and Surety to the full and faithful performance of the Contract as so amended. The term "amendment" shall include any alteration, addition, extension, or modification of any character whatsoever.
3. If pursuant to the Contract Documents the Contractor shall be declared in default by the Owner under the aforesaid Contract, the Owner shall take possession of the Project and finish the Work by whatever method the Owner may deem expedient, in accordance with Article 7 of the General Conditions.
4. Supplementary to and in addition to the foregoing, whenever the Owner shall notify the Surety that the Owner has notice that the Contractor has failed to pay any subcontractor, materialman, or laborer for labor or materials certified by the Contractor as having been paid for by the Contractor, the Surety shall, within thirty (30) days of receipt of such notice, cause to be paid any unpaid amount for such labor or materials.
5. It is expressly agreed by the Principal and the Surety that the Owner, if it desires to do so, is at liberty to make inquiries at any time of subcontractors, laborers, materialmen, or other parties concerning the status of payments for labor, materials, or services furnished in the prosecution of the work.
6. The Surety agrees that other than as is provided in this bond it may not demand of the Owner that the Owner shall (a) perform any thing or act, (b) give any notice, (c) furnish any clerical assistance, (d) render any service, (e) furnish any papers or documents, or (f) take any action of any nature or description which is not required of the Owner to be done under the Contract Documents.
7. No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the legal successors of the Owner.

This bond is given pursuant to and in accordance with the provisions of the Georgia Procurement Manual and of Title 36, Chapter 91 of the Official Code of Georgia Annotated, as may be amended or modified from time to time, and all the provisions of the law referring to this character of bond as set forth in said sections or as may be hereafter enacted or amended and these are hereby made a part hereof to the same extent as if set out in full herein.

Remainder of Page Left Blank

[Signatures, attestations, and seals on following Page]

Performance Bond

Signed and sealed this _____ day of _____, 20__.

Signed, sealed and delivered
in the presence of:

(Insert Name of Contractor)

1. _____

By: (Signed)_____

(Printed)_____

2. _____

Attest :(Signed) _____

(Printed)_____

(CORPORATE SEAL)

Signed, sealed and delivered
in the presence of:

(Insert Name of Surety)

1. _____

By: (Signed)_____

(Printed)_____

2. _____

Attest :(Signed) _____

(Printed)_____

(CORPORATE SEAL)

APPROVED AS TO FORM:

(Printed Name)

Attorney for the Macon Water Authority

END OF SECTION

PLACE SURETY FOR PERFORMANCE BOND HERE

PAYMENT BOND

Bond No. _____

KNOW ALL MEN BY THESE PRESENTS:

That

(Legal title and address of the Contractor)

as Principal (hereinafter referred to as "Contractor"), and _____

(Legal title and address of Surety)

as Surety (hereinafter referred to as "Surety"), do hereby acknowledge ourselves indebted and firmly bound and held unto the Macon Water Authority (the "Owner"), in the amount of _____ Dollars (\$ _____ .00) to which payment Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the above bounden Principal has entered into a Contract with Owner bearing date of _____ for construction of Amerson WTP Structural Repairs Project in accordance with the Contract Documents prepared by Owner, all of which said Contract Documents are incorporated herein by reference and made a part hereof, and are hereinafter collectively referred to as the "Contract."

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

1. The said Surety to this bond, for value received, hereby stipulates and agrees that no change or changes, extension of time or extensions of time, alteration or alterations or addition or additions to the terms of the Contract or to the Work to be performed thereunder, or the specifications or drawings accompanying same shall in any wise affect its obligations on this bond, and it does hereby waive notice of any such change or changes, extension of time or extensions of time, alteration or alterations or addition or additions to the terms of the Contract or to the work or to the specifications or drawings.
2. It is expressly agreed that this bond shall be amended automatically and immediately, without formal and separate amendments hereto, upon amendment to the Contract Documents not increasing the Contract Price more than 20 percent in excess of the original Contract Price, so as to bind the Contractor and Surety to the full and faithful performance of the Contract as so amended. The term "amendment" shall include any alteration, addition, extension, or modification of any character whatsoever.

3. A Claimant is defined as any subcontractor and any person supplying labor, materials, machinery, or equipment in the prosecution of the Work provided for in said Contract.
4. Every person or entity entitled to the protection hereunder and that has not been paid in full for labor or materials furnished in the prosecution of the Work referred to in said bond before the expiration of a period of ninety days after the day on which the last of the labor was done or performed by them, or materials or equipment or machinery was furnished or supplied by them for which such claim is made, or when they have completed its subcontract for which claim is made, shall have the right to sue on such payment bond for the amount, or the balance thereof, unpaid at the time of the commencement of such action and to prosecute such action to final execution and judgment for the sum or sums due them; provided, however, that any person or entity having direct contractual relationship with a subcontractor, but no contractual relationship, express or implied, with the Contractor, shall have the right of action upon this bond upon giving written notice to said Contractor within ninety days from the day on which such person or entity did or performed the last of the labor, or furnished the last of the materials or machinery or equipment for which such claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished or supplied or for whom the labor was performed or done; provided further that nothing contained herein shall limit the right of action to said 90-day period. Notice may be served by depositing a notice, registered mail, postage prepaid, duly addressed to the Contractor at any place the Contractor maintains an office or conducts business, including any post office or branch post office or any letter box under the control of the United States Postal Service, or notice may be served in any manner in which the sheriffs of Georgia are authorized by law to serve summons or process.
5. Every suit instituted under this section shall be brought in the name of the claimant without the Owner being made a party thereto. The official who has the custody of said bond is authorized and directed to furnish, to any person or entity making application therefor who submits an affidavit that it has supplied labor or material for such work and payment therefor has not been made, or that it is being sued on any such bond, a copy of such bond and the Contract for which it was given, certified by the official who has custody of said bond; this copy shall be primary evidence of this bond and Contract and shall be admitted as evidence without further proof. Applicants shall pay for such certified copies and such certified statements such as fees as the official fixes to cover the cost of preparation thereof, but in no case shall the fee exceed the fees which the clerks of the superior courts are permitted to charge for similar copies.
6. No action can be instituted on this bond after one year from the date of the final acceptance of the Owner.

This bond is given pursuant to and in accordance with the provisions of the Georgia Procurement Manual and of Title 36, Chapter 91 of the Official Code of Georgia Annotated, as may be amended or modified from time to time, and all the provisions of the law referring to this character of bond as set forth in said sections or as may be hereafter enacted or amended and these are hereby made a part hereof to the same extent as if set out in full herein.

[Signatures, attestations, and seals on following Page]

Signed and sealed this _____ day of _____, 20__

Signed, sealed and delivered
in the presence of:

(Insert Name of Contractor)

1. _____

By: (Signed) _____

(Printed) _____

2. _____

Attest: (Signed) _____

(Printed) _____

(CORPORATE SEAL)

Signed, sealed and delivered
in the presence of:

(Insert Name of Surety)

1. _____

By: (Signed) _____

(Printed) _____

2. _____

Attest: (Signed) _____

(Printed) _____

(CORPORATE SEAL)

APPROVED AS TO FORM:

(Printed Name)

Attorney for the Macon Water Authority

END OF SECTION

PLACE SURETY FOR PAYMENT BOND HERE

SECTION 00700

GENERAL CONDITIONS

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Article 1. - Notice of Award of Contract. Within sixty (60) days after receipt of Bids, the Owner will notify the successful Bidder of the award of the Contract. Should the Owner require additional time to award a Contract, the time may be extended by the mutual agreement between the Owner and the successful Bidder. If an award of Contract has not been made within 60 days from the Bid date or within the extension mutually agreed upon, the Bidder may withdraw the Bid without further liability on the part of either party.

Article 2. - Execution of Contract Documents. (a) *Time Limits.*—Within fifteen (15) days of notification of Award of Contract, the Owner will furnish the Contractor with conformed copies of Contract Documents for execution by the Contractor and the surety. The Contractor and its surety must execute the bond forms contained in the conformed Contract Documents without any changes. Within ten (10) days after receipt, the Contractor shall return all the Contract Documents properly executed by the Contractor and the surety. Attached to each set of Contract Documents shall be original powers-of-attorney for the person executing the Bonds for the surety and certificates, endorsements, and declarations of insurance for the required insurance coverages, all as required by Article 3 and Article 4. Within thirty (30) days after receipt of the conformed Contract Documents properly completed and executed by the Contractor and the surety together with the power-of-attorney, and the proper certificates, endorsements and declarations of insurance, the Owner will complete the execution of the Contract Documents. Distribution of the completed Documents will be made upon execution by the Owner.

(b) *Failure of Contractor or Surety to Execute Documents.*—Should the Contractor or the surety fail to properly execute the Documents within the specified time the Owner will have the right to proceed on the Bid Bond accompanying the Bid.

(c) *Failure of Owner to Execute Documents.*—If the Owner fails to execute the Documents within the time limit specified, the Contractor will have the right to withdraw the Bid without penalty. In such event the Owner will have no liability to the Contractor under these Documents or otherwise.

(d) *Extensions of Time.*—Should either party require an extension of any of the time limits stated above, this shall be done only by mutual agreement between both parties.

(e) *Changes to Documents.*-- Insertion, addition, alteration, modification, revision, or deletion of any text, verbiage, provision, statement, term, condition, or other component of the Contract Documents, whether textual, numerical, or pictorial, is prohibited and no such unilateral change to the Contract Documents shall be binding. In the event the Owner discovers any attempt by the Contractor to modify the Contract Documents by insertion, addition, alteration, revision, or deletion of any text, verbiage, provision, statement, term, condition, or other portion of the Contract Documents without the written assent and approval of the Owner, the Owner shall have grounds to withdraw the contract award, terminate all proceedings related to contractual relationship with the

Contractor for the subject Project, and to award the contract to the next bidder which met the requirements of the invitation to bid.

(f) *Incorporation of Prior Agreements.* — All agreements between the parties are incorporated into this Agreement. In the event of any conflict or inconsistency between this Agreement and any provisions, terms or conditions of any other prior agreement, the provisions, terms and conditions of this Agreement shall supersede, control and prevail over the conflicting or inconsistent provisions of the prior agreement.

Article 3. - Contract Security.—The Contractor shall furnish separate Performance and Payment Bonds each in a sum equal to the amount of the Contract Price on the Owner’s forms. Such Bonds shall be executed by the Contractor and a bonding company licensed to transact such business in Georgia and named on the current list of “Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds” as published in the Treasury Department Circular Number 570. The expense of these Bonds shall be borne by the Contractor.

If at any time a surety on any such Bond is declared bankrupt, becomes insolvent, loses its right to do business in Georgia or is removed from the list of Surety Companies accepted on Federal Bonds, the Contractor shall, within ten (10) days after notice from the Owner to do so, substitute acceptable Bonds in such form and sum and signed by such other surety as may be satisfactory to the Owner. The premium on such substitute Bonds shall be paid by the Contractor. No further progress payments shall be deemed due, nor shall any be made, until the new surety furnishes acceptable Bonds to the Owner. The person executing the substitute Bonds on behalf of the surety shall submit with the Bonds valid powers-of-attorney certified to by an official of said surety company.

Article 4. - Insurance—Proof of insurance coverage and furnishing of insurance policies acceptable to the Owner shall be as set forth in this Article.

(a) *Policies, Certificates, Limits and Disposition of Documents.*—The Contractor shall obtain at his expense insurance with limits as shown hereinbelow, unless the Contractor desires to broaden the limits and obtain more protection. The Contractor shall provide the Owner with all insurance documentation and evidence of insurance as required herein, and updated certificates of all insurance required herein must be provided to the Owner at least quarterly until Final Payment.

(1) **WORKER'S COMPENSATION AND EMPLOYER’S LIABILITY INSURANCE.**—The Contractor shall procure and maintain Worker's Compensation and Employers Liability Insurance for all of his employees to be engaged in Work on the project under this contract, and in case any such Work is sublet, the Contractor shall require the Subcontractor similarly to provide Worker's Compensation and Employer’s Liability Insurance for all of the latter's employees to be engaged in such work unless such employees are covered by the protection afforded by the Contractor's insurance. Worker's Compensation insurance policies shall include GEORGIA under Section 3A and shall include Other States coverage and Voluntary Compensation.

Worker's Compensation Limits:	Statutory
Employers Liability Limits:	
Each Accident	\$1,000,000
Disease - Policy Limit	\$1,000,000
Disease - Each Employee	\$1,000,000

Contractor waives all rights against Owner and its agents, officers, directors, and employees for recovery of damages to the extent these damages are covered by the worker's compensation and employer's liability or commercial umbrella liability insurance obtained by Contractor pursuant to Article 4 of this agreement. The Waiver of Our right To Recover From Others Endorsement, ISO Form SC 00 03 13 shall be attached to the policy showing the Owner listed in the Schedule.

Disposition: Certificate(s) of insurance showing the required coverage and copy of declaration page must be returned to the Owner with properly executed Contract Documents. If requested by the Owner, Contractor shall also provide a certified copy of the policy(ies) required by Article 4(a)(1).

(2) COMMERCIAL GENERAL AND UMBRELLA LIABILITY INSURANCE.—The Contractor shall procure and shall maintain commercial general liability (CGL) and if necessary, commercial umbrella insurance with a limit of not less than \$2,000,000 each occurrence, as shall protect him and any Subcontractor performing Work covered by this Contract from claims for damages for bodily injury, including accidental death, as well as from claims for property damages, which may arise from operations under the Contract Agreement, whether such operations are by himself or by any Subcontractor or by anyone directly or indirectly employed by either of them.

CGL insurance shall be written on ISO occurrence form CG 00 01 10 93 (or substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract). If such CGL insurance contains a general aggregate limit, it shall apply separately to this project, (Per Project Aggregate Endorsement). Each policy shall be indorsed with ISO Form CG 25 03 11 85 or equivalent form with wording satisfactory to Owner.

The Owner shall be included as an additional insured under the CGL, using ISO additional insured endorsement CG 20 33 or a substitute providing equivalent coverage, and under the commercial umbrella, if any. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to the Owner.

There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

Contractor waives all rights against the Owner and its agents, officers, directors, and employees for recovery of damages to the extent these damages are covered by commercial general

liability or commercial umbrella liability insurance maintained pursuant to Article 4 of this agreement.

Disposition: Certificate(s) of insurance showing the required coverage and copy of declaration page must be returned to the Owner with properly executed Contract Documents. If requested by the Owner, Contractor shall also provide a certified copy of the policy(ies) required by Article 4(a)(2).

(3) BUSINESS AUTO AND UMBRELLA LIABILITY INSURANCE.—The Contractor shall procure and shall maintain business automobile liability, and if necessary, commercial umbrella liability insurance with a limit of not less than \$2,000,000 each occurrence.

Such insurance shall cover liability arising out of any auto (including owned, hired, and non-owned autos).

Business auto coverage shall be written on ISO form CA 00 01, CA 00 05, CA 00 12, CA 00 20 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later editions of ISO form CA 00 01. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to the Owner. Owner is named as additional insured.

Contractor waives all rights against the Owner and its agents, officers, directors, and employees for recovery of damages to the extent these damages are covered by the business auto liability or commercial umbrella liability insurance obtained by Contractor pursuant to Article 4 of this agreement or under any applicable auto coverage.

Disposition: Certificate(s) of insurance showing the required coverage and copy of declaration page must be returned to the Owner with properly executed Contract Documents. If requested by the Owner, Contractor shall also provide a certified copy of the policy(ies) required by Article 4(a)(2).

Cross-Liability Coverage.—If Contractor’s liability policies do not provide the standard ISO separation of insureds provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

(3) By proper endorsement, the policy must name

MACON WATER AUTHORITY
790 Second Street
P. O. Box 108
Macon, GA 31202

as an additional insured and shall provide for not less than thirty (30) days prior written notice before cancellation or any material change in the policy, except for non-payment of premium which shall require ten (10) days prior written notice of cancellation, to the Owner.

(4) Commercial Umbrella/Excess Policy:

Contractor shall procure a commercial umbrella or excess policy with a limit of no less than \$5,000,000. Coverage must follow form over underlying policies including GL, Auto and Employer's Liability insurance.

(5) MATERIALS AND EQUIPMENT FLOATER. - The Contractor shall procure, and shall maintain during the performance of the Contract Agreement, Materials and Equipment Floater (May be labeled as *Equipment Floater* or Installation Floater or Builders Risk) Insurance to protect the interests of the Owner, the Contractor and Subcontractors against loss by vandalism, malicious mischief, and all hazards included in a standard All Risk Endorsement. The amount of insurance shall at all times equal or exceed the amount of the materials in the Contract + \$30k for Owner furnished materials. The policies shall be in the names of the Owner and the Contractor.

Disposition: Original policy must be returned to the Owner with properly executed Contract Documents. Owner may accept with returned, executed Contract Documents in lieu of an original policy, an insurance binder evidencing the policy coverage, but Contractor shall not be relieved of the obligation to furnish the actual policy.

Endorsement on Materials and Equipment Floater Policy.—There shall be attached to and made a part of the insurance policy for MATERIALS AND EQUIPMENT FLOATER an endorsement of the insurance company in accordance with the specimen shown in preceding Paragraph (a)(3).

Article 5. - Hazards and Indemnification. (a) *Hazards.* —The Contractor shall be responsible from the time of his execution of the Contract Documents or from the time of the beginning of the first work, whichever shall be earlier, for all injury or damage of any kind resulting from the Work to persons or property regardless of who may be the owner of the property. It is the intention of this paragraph to shift the full and complete risk of all such loss to the Contractor for the period of construction and until notice from the Owner of the final acceptance of the Work is made in accordance with Article 30, regardless of whether or not any particular hazard shall be insured against.

(b) *Indemnification.*—In addition to the liability imposed upon the Contractor on account of bodily injury (including death) or property damage, which liability is not impaired or otherwise affected hereby, the Contractor assumes the obligation to save the Owner harmless and to indemnify and defend the Owner, the Engineer and their agents and employees from and against all claims, damages, losses and expenses including claims consultant's and attorney's fees arising out of or through bodily injury, sickness, disease or death of any person or persons or damage to property (regardless of who may be the owner of the property) including the loss of use resulting therefrom arising out of or suffered through any act or omission of the Contractor or any Subcontractor, or

anyone either

- (1) directly or indirectly employed by the Contractor, or
- (2) under the supervision of the Contractor or any subcontractor in the prosecution of the Work required by the Contract Documents.

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, this 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 workers' compensation acts, disability benefit acts or other employee benefits acts.

(c) *Sole Negligence Exception.* —The Contractor shall not be liable or responsible for loss or damage, and the indemnity obligation set forth above will not apply if the incident from which the loss or damage arose was the result of the sole negligence or sole cause of the Owner, the Engineer, or their agents, servants and employees.

Article 6. - Notice to Proceed. The Notice to Proceed will be issued, following the pre-construction conference, within thirty (30) days of the execution of the Contract Agreement by the Owner. The time may be extended by mutual agreement between the Owner and the Contractor. If the Notice to Proceed has not been issued within the thirty (30) day period or within the period mutually agreed upon, the Contractor may terminate the Contract Agreement without further liability on the part of either party.

Within ten (10) days of receiving the Notice to Proceed, the Contractor must initiate on-site construction activity. If on-site construction activity is not initiated within this time period, the Owner may begin proceedings for Termination of Work for Default.

Article 7. - Termination of Work for Default. —(a) *Definition.*—The Work may be terminated for default if any one of the following events or circumstances occurs:

- (1) The Contractor is adjudged bankrupt or becomes insolvent;
- (2) The Contractor makes a general assignment for the benefit of creditors;
- (3) A trustee or receiver is appointed for the Contractor or for any of Contractor's property;
- (4) The Contractor files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or applicable laws;
- (5) The Contractor fails to supply sufficient skilled workmen, materials or equipment;

- (6) The Contractor fails to make satisfactory progress toward timely completion of the Work;
- (7) The Contractor fails to make prompt payments to Subcontractors or material suppliers for labor, materials or equipment;
- (8) The Contractor disregards laws, ordinances, rules, regulations, or orders of any public body having jurisdiction of the Work;
- (9) The Contractor fails to comply with directives of the Engineer; or,
- (10) The Contractor otherwise violates any provision of the Contract Documents.

(b) *Grounds for Issuance of Notice of Declaration of Default.* —It shall be a sufficient ground for the issuance of a notice of declaration of default that the Contractor has been unfaithful or delinquent in the performance of the Contract or any part of it in any respect. The Engineer does not have authority to declare the Contractor in default.

(c) *Termination of Services and Possession of the Project.* —The Owner may, without prejudice to any other right or remedy and after giving the Contractor and surety written notice ten (10) days in advance, terminate the services of the Contractor and take possession of the Project, the Work and of all products 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 and all Work, including compensation for additional professional services, such excess shall be paid to the Contractor. If such costs exceed such unpaid balance, the Contractor or surety shall pay the difference to the Owner. Such costs incurred by the Owner will be determined by the Engineer and incorporated in a Change Order.

(d) *Effect of Termination.* —Where the Contractor's services have been so terminated by the Owner, said termination will 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.

Article 8. - Termination for Convenience of Owner. (a) *General.* —If, for any reason other than those provided for under Article 7, the Owner elects to discontinue, in whole or in part, the Work under this Contract, the Owner may, ten (10) days after delivery of a written notice to the Contractor and the Engineer, terminate, in whole or in part, the Contractor's performance of the Work under this Contract. The notice of termination shall specify the extent to which performance of the Work under the Contract is terminated.

(b) *Entitlement to Payment.* —In the event of such termination by the Owner, the Contractor shall be entitled to payment for the Work properly performed up to the time of the termination and reimbursement for such actual costs as are reasonably incurred by the Contractor due to the

termination and not otherwise compensated. The Contractor shall also be entitled to profit on the amounts payable to the Contractor, but such profit shall be limited to six (6%) percent of such amounts. The Contractor shall not be entitled to any payment, including any anticipated profit, on Work not performed, and the Contractor shall not be entitled to any compensation or recovery of damages for any other costs, losses, or damages of any nature.

Article 9. - Assignments. The Contractor shall not assign the whole or any part of this Contract or any monies due or to become due hereunder without prior written consent of the Owner.

Should the Owner consent, in writing, to Contractor's assigning of all or any part of any monies due, or to become due, under this Contract, the instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of any assignee in and to any monies due or to become due to the Contractor shall be subject to any set-offs then due to the Owner and to prior liens of all persons, firms, and corporations for services rendered or materials supplied for the performance of the Work called for under this Contract.

Article 10. - Subcontractors, Materialmen, Suppliers and Employees. —(a) *Submission of List.* -As soon as possible after notice of award of the Contract and in any event not later than the time fixed in the Contract for delivery of the executed Contract Documents to the Owner, the Contractor shall submit in writing to the Engineer a list of the names of Subcontractors that the Contractor will engage for the Work. The list of Subcontractors is not submitted for approval, but is for the purpose of establishing:

- (1) What trades and portions of the Work are to be performed under subcontract; and,
- (2) The names of the entities selected by the Contractor to perform work by subcontract, the aforesaid selection being a matter lying solely within the discretion of the Contractor.

The Contractor shall utilize the services of specialty Subcontractors on those parts of the Work which, under normal construction practices, are best performed by specialty Subcontractors and as may be required by the Engineer in the Engineer's sole discretion, at no additional cost to the Owner. If the Contractor desires to self-perform specialty Work, the Contractor shall submit a notice to the Owner accompanied by evidence that the Contractor's own organization has successfully performed the type of work, and the performance of the Work by specialty Subcontractors will result in materially increased costs or inordinate delays.

(b) *No Approval of Subcontractors.*—Neither the Owner nor the Engineer undertakes to pass upon or approve any Subcontractor.

(c) *Warranty of Contractor.*—The Contractor warrants that the Subcontractors selected by the Contractor are reputable, skilled, reliable, competent, qualified in the trade or field in which such Subcontractors are to perform Work on the Project, and that all Subcontractors are thoroughly familiar with applicable codes.

(d) *Certification on account of.*—The Engineer shall, upon written request, furnish to any Subcontractor, wherever practicable, evidence of the amounts certified as payable or paid on the Subcontractor’s account. Furnishing any such evidence shall not establish any relationship between the Engineer and any Subcontractor.

(e) *Contractor Responsible for Acts and Omissions of Subcontractors, Materialmen, Suppliers and Employees.*—The Contractor agrees that it is as fully responsible for the acts and omissions of its Subcontractors, materialmen, suppliers, and employees (and of entities either directly or indirectly employed by any of them) as the Contractor is for the acts and omissions of entities directly employed or engaged by the Contractor. The failure of a Subcontractor, materialman, supplier, or employee to timely and properly perform any Work shall not be asserted by the Contractor as an excuse for any omission from, or noncompliance with, the requirements of the Contract Documents; nor shall the Contractor be entitled to an extension of the Contract Time because of any failure of a Subcontractor, materialman, supplier, or employee to timely perform the Work unless such failure was a direct result of some critical delay to the Subcontractor, materialman, supplier or employee of the kind and character described under Article 28 of the General Conditions for which the Contractor shall have requested and received an extension of time under the terms of Article 28 of the General Conditions. The subcontracting of work does not relieve the Contractor of the full responsibility for the execution of the Work and for compliance with all requirements of the Contract Documents. The Contractor may not assert negligence, inefficiency, insolvency, bankruptcy, or incompetence of any Subcontractor, materialman, supplier, or employee as excuse for any noncompliance with methods and material designated in the Contract Documents. As to Subcontractors, materialmen, suppliers and employees of the Contractor, the doctrine that a principal is liable for acts and omissions of his agent shall be binding on the Contractor, and the Contractor may not reverse the aforesaid doctrine by serving as a conduit or agent for its Subcontractors, materialmen, suppliers and employees. Any provision in any Contract between the Contractor and any Subcontractor pursuant to which the Contractor is obliged to present to the Owner any claim of any Subcontractor shall be invalid, null and void.

(f) *No Contract Between Owner and Any Subcontractor, Materialman, Supplier, or Employee.*—Nothing contained in the Contract Documents shall create any contractual relationship between the Owner and any Subcontractor or between the Owner and any materialman, supplier or employee of the Contractor or its Subcontractors.

(g) *Relationship of Contractor and Subcontractors.*—The Contractor agrees to bind every Subcontractor to, and every Subcontractor agrees to be bound by, the terms of the Contract Documents, including the following provisions of this Article:

The Subcontractor agrees

- (1) To be bound to the Contractor by the terms of the Contract Documents and to assume toward the Contractor all the obligations and responsibilities that the Contractor by the Contract Documents assumes toward the Owner.

- (2) To submit to the Contractor applications for payment in such reasonable time as to enable the Contractor to apply for payment under Article 30 of the General Conditions.
- (3) To make claims for extras, for extensions of time or for damages to the Contractor in the manner provided in the General Conditions for like claims by the Contractor upon the Owner.

The Contractor agrees

- (1) To be bound to the Subcontractor by all the obligations that the Owner assumes to the Contractor under the Contract Documents.
- (2) To pay the Subcontractor upon the payment of certificates issued under the schedule of values described in Article 24 of the General Conditions the amount allowed to the Contractor on account of the Subcontractor's work to the extent of the Subcontractor's interest therein; amounts retained by the Contractor from payments due to Subcontractors (expressed as a percentage) shall not exceed that being retained by the Owner.
- (3) To pay the Subcontractor as required by the Contract Documents.
- (4) To pay the Subcontractor on demand for its work or materials as far as executed and fixed in place, less the retained percentage, even though the Engineer fails to approve payment to the Contractor for any cause not the fault of the Subcontractor.
- (5) To pay the Subcontractor a just share of any fire insurance money received by the Contractor.
- (6) To make no demand for liquidated damages or penalty for delay in any sum in excess of such amount as may be specifically identified in the subcontract.
- (7) That no claim for services rendered or materials furnished by the Contractor to the Subcontractor shall be valid unless written notice thereof is given by the Contractor to the Subcontractor during the first ten days of the calendar month following that in which the claim originated.
- (8) To give the Subcontractor an opportunity to be present and to submit evidence in any dispute involving rights of the Subcontractor.

(b) *Owner Not Obligated to any Subcontractor.*—There is no obligation on the part of the Owner to pay, or to see to the payment of, any sums to any (1) Subcontractor, (2) materialman, (3) supplier, (4) laborer, (5) employee, or (6) claimant as defined in the Payment Bond.

(c) *Incorporation of Terms in Subcontracts.*—The Contractor agrees that failure on its part to incorporate in all subcontracts an express provision in accordance with this Article shall be deemed to be and is a breach of an essential covenant, and that, in the event of such breach, that Contractor shall, within five (5) days after demand of the Owner, furnish proof in writing that the deficiency has been remedied and that (1) the Contractor may not maintain that it is beyond the Contractor’s right or ability to require performance of terms of the Contract Documents by a Subcontractor and (2) no Subcontractor may maintain that it has not assumed toward the Contractor all the obligations and responsibilities that the Contractor has assumed toward the Owner.

Article 11 - Engineer.—(a) *Supervision.*—The Engineer shall have general supervision and direction of the Work except in respect to safety and except as qualified by Articles 27 and 36 of the General Conditions. He/she shall make visits to the Project site and make determination as to whether the Work is proceeding in accordance with the Contract Documents. Except for projects on which the Macon Water Authority itself serves in the capacity of engineer by use of its employees, which shall be indicated in the Contract Documents, the Engineer is an independent contractor and acts as the agent of the Owner only when in special instances he/she is authorized in writing by the Owner so to act, and in such instances he/she shall, upon request, show the Contractor written authority. The Engineer has authority to stop the Work whenever such stoppage may be necessary to ensure the proper execution of the Contract.

(b) *Interpreter and Impartial Judge.*—As the Engineer is the interpreter of the conditions of the Contract and the judge of its performance, the Engineer shall side neither with the Owner nor with the Contractor but shall use the Engineer’s powers to enforce the faithful performance of the Contract by both the Owner and the Contractor.

(c) *Succession.*—In case of the termination of the employment of the Engineer, the Owner shall appoint a capable and reputable Engineer against whom the Contractor shall make no objection and whose status under the Contract shall be that of the former Engineer.

(d) *Promptness.*—The Engineer shall make decisions with reasonable promptness after presentation of evidence on (i) any claim of the Owner or Contractor, (ii) a demand of the Owner or Contractor for a decision on any matter relating to the execution, or progress, of the Work, or (iii) a demand of the Contractor or Owner for interpretation of or additional instructions (“Request for Information” or “RFI”) with respect to the Contract Documents.

(e) *Engineer’s Authority.*—The Engineer shall be vested with the authority to judge, determine and direct the following:

- (1) Whether products furnished are of the quality, type and kind called for by the Contract Documents and are otherwise acceptable for the Work as provided in the Contract Documents, and if not, to reject those not so qualifying or otherwise unacceptable;
- (2) Whether products incorporated in the Work comply with the standards and requirements of the Contract Documents as to installation and operation and, if

not, to require their removal and replacement, at the expense of the Contractor, with products which do meet the qualifications and operating ability, requirements, performance and standards as provided in said Contract Documents;

- (3) The accuracy of quantities, amount of Work performed and all other submittals by the Contractor submitted in partial or periodic payment estimates, and whether all or any part of such quantities and other submittals are acceptable and comply with the Contract Documents, and to disallow any submittals not approved by the Engineer until the deficiencies causing such disallowance have been eliminated and rectified;
- (4) The validity and merit of any and all claims for additional compensation or extension of the Contract Time;
- (5) All matters relating to artistic effect;
- (6) The validity and reasonableness of any notice of facility interruption given under Article 20 of the General Conditions; and,
- (7) All other matters relating to the proper execution of the Work in conformity with the Contract Documents, including workmanship.

The determination and decision, and any resulting approval, non-approval, condemnation, rejection, requirements of removal or replacement in all the foregoing matters of or by the Engineer shall be final and conclusive and binding upon the Contractor, all Subcontractors and all suppliers of products materials and equipment.

(f) *Claims for alleged procrastination.*—No claim for delay to the Contractor or for additional expense to the Contractor shall commence to accrue on account of failure of the Engineer to render decisions, make interpretations, or furnish additional instructions until ten (10) days after receipt of written claim for additional compensation, damages, or extension of time served upon the Engineer and the Owner and not then unless such claim be reasonable and otherwise permitted under the Contract Documents.

Article 12. - Separate Contracts.—(a) *Cooperation of Contractor.*—The Owner reserves the right to let other contracts in connection with, or related to, this Project. The Contractor shall afford other contractors reasonable opportunity for the introduction and storage of their products and the execution of their work, and the Contractor and other contractors shall properly connect and coordinate their respective work with each other. 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 other contractor's work that render it unsuitable for such proper execution and results.

(b) *Performance of Work by Owner.*—The Owner may perform additional work related to

the Project with Owner's own forces. The Contractor shall afford the Owner reasonable opportunity for the introduction and storage of products and the execution of such work and shall properly connect and coordinate Contractor's work with work performed by Owner's own forces.

(c) *Claims for Extra Expense.*—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 will 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 causes the Contractor any additional expense or entitles the Contractor to an extension of the Contract Time, the Contractor may make a claim therefor as provided in Article 29 of the General Conditions.

Article 13. - Laws and Regulations. (a) *General.*—The Contractor acknowledges and agrees that all applicable federal, state, county and city laws, municipal ordinances, and the codes, rules, and regulations of all authorities having jurisdiction over construction of the Project shall apply to the Contract as though written out in full herein. The Contractor shall keep fully informed of all laws, ordinances and regulations of the federal, state, county, city and municipal governments or authorities in any manner affecting those engaged or employed in the Work or the material used in the Work or in any way affecting the conduct of the Work and of all orders and decrees of bodies or tribunals having any jurisdiction or authority over same. If any discrepancy or inconsistency should be discovered in these Contract Documents herein referred to, in relation to any such law, ordinance, regulation, order or decree, the Contractor shall herewith report the same, in writing, to the Owner and the Engineer.

(b) *Expense for Violation of Laws, Ordinances, etc.*—If the Contractor performs any work knowing or reasonably knowing it to be contrary to such laws, ordinances, rules or regulations without such notice to the Owner, the Contractor shall bear all costs arising therefrom.

(c) *Indemnification.*—The Contractor shall at all times observe and comply with all such existing and future laws, ordinances, and regulations, and shall protect and indemnify the Owner, the Engineer and their agents against the violation of any such law, ordinance regulation, order or decree, whether by the Contractor or by the Contractor's employees or Subcontractors.

(d) *Drug Free Workplace Act.*—The Contractor certifies that the provisions of O.C.G.A. §§ 50-24-1 through 50-24-6 (as may be amended or re-numbered) relating to the "Drug Free Workplace Act" will be complied with in full. The Contractor further certifies that: (i) A Drug Free Workplace will be provided for employees during the performance of the Contract, and (ii) that if a Subcontractor is engaged by the Contractor to work in a Drug Free Workplace, the Contractor shall secure from the Subcontractor the following written certification:

"As part of the subcontracting agreement with _____
(Contractor's name) _____, _____ (Subcontractor's name)
certifies to the Contractor that a drug-free workplace will be provided for the Subcontractor's employees during the performance of this Contract pursuant to the 'Drug Free Workplace Act'". Contractor also certifies to the Owner and the Engineer that the Contractor and its employees will

not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of any controlled substance or marijuana during the performance of the Contract.

(e) *Alcoholic Beverages on the Jobsite.*—The Contractor will strictly enforce a policy prohibiting the possession and consumption of alcoholic beverages on the jobsite before, during or after working hours for duration of the Work.

Article 14. - Taxes. (a) *General.*—The Contractor shall pay all sales, consumer, use and other similar taxes required by the law of the place where the Work is performed. The Owner will be responsible for any sales or use tax due on products furnished by the Owner to the Contractor to be incorporated into the Work.

(b) *Tabulation.*—The Contractor shall provide a written tabulation, plus other documentation as may be required, of all taxes, including sales tax, paid by the Contractor to assist the Owner in obtaining sales or use tax refunds for eligible machinery and equipment used for the primary purpose of reducing or eliminating air or water pollution as provided for in Chapter 48-8-3 (36) and (37) of the Official Code of Georgia (as may be amended). Such written tabulation shall be included with each partial payment request. Additionally, the tabulation shall be documented with copies of invoices indicating the amount of tax paid, with all blanks completed on the invoice, and with a description of the function of the item included in the tabulation. All taxes will be paid by the Contractor. All refunds will accrue to the Owner.

(c) *Tariffs* – “Tariffs” includes applicable tariffs, duties, customs fees, import taxes, or similar charges imposed by a governmental authority. “Tariffs” does not include sales, consumer, use, and similar taxes that are legally enacted by a governmental entity as outlined in subsection (a) above. If the cost of materials and/or equipment increases by more than 10% over the amount estimated in calculating the Contract Price, which increase is directly attributable to Tariffs, Contractor shall promptly provide to Owner or Owner’s representative with a written request for an equitable adjustment for an amount above the 10% increase. Prior to Contractor making such a request, Contractor shall determine whether substantially similar materials and/or equipment may be utilized that is not subject to Tariffs. If no substantially similar materials are available, Contractor may request a Change Order to increase the Contract Price by the difference between the original cost plus the 10% increase due to Tariffs and the actual costs to be paid by the Contractor, without markup or overhead. In no event shall the Contract Price be adjusted by more than 10% over the original Contract Price for the aggregate of all such increases due to Tariffs. Any adjustment of the Contract Price under this provision shall not be duplicated in any contingency amounts established under the terms of the Contract, or by any allowance.

Article 15. - Notice and Service Thereof. (a) *General.*—All notices, demands, requests, instructions, approvals, and claims shall be in writing.

(b) *Notice to Contractor.*—Any notice to or demand upon the Contractor will be sufficiently

given if delivered at the office of the Contractor specified in the Bid (or at such other office as the Contractor may from time to time designate to the Owner in writing), or if delivered by the United States Mail in a sealed, postage-prepaid envelope, or delivered by facsimile transmission, followed by written confirmation, in each case addressed to such office.

(c) *Notice to Owner.*—All papers required to be delivered to the Owner shall, unless otherwise specified in writing to the Contractor, be delivered to:

Macon Water Authority
790 Second Street
Macon, GA 31201
FAX (478) 750-2007

Any notice to or demand upon the Owner shall be sufficiently given if delivered to the Office of the Executive Director or if delivered by the United States Mail in a sealed, postage-prepaid envelope, or delivered by facsimile addressed to said Executive Director or to such other representative of the Owner or to such other address as the Owner may subsequently specify in writing to the Contractor for such purposes. Any such notice or demand shall be deemed to have been given to the Owner or made only as of the time of actual delivery to Owner.

(d) *Delivery to Engineer or Resident Inspector.*—Notice in writing or orally to the Engineer or to the resident inspector is not notice to the Owner unless a copy of the aforesaid notice in writing shall have been properly served upon the Owner as provided in this Article.

Article 16. - Patents and Royalties. (a) *General.*—If the Contractor uses any patented, trademarked or copyrighted design, process, device, material or other item, the Contractor shall provide for such use by suitable agreement between the Owner and the holder of such patented, trademarked or copyrighted design, device or material. The Contract Prices shall include royalties or costs arising from the use of such design, device, or materials, in any way involved in the Work.

(b) *Indemnification.*—The Contractor and the Contractor’s surety shall indemnify and save harmless the Owner, the Engineer and their agents from claims for infringement by reason of the use of such patented, trademarked or copyrighted design, process, device or materials in connection with Work agreed to be performed under this Contract, and shall indemnify the Owner, the Engineer and their agents for any cost, expense, damage and reasonable attorneys’ fees which the Owner, the Engineer or their agents may be obliged to pay by reason of such infringement, at any time during the prosecution of the Work or after completion of the Work.

Article 17. - Land and Rights-of-Way. (a) *Project Site.*—The Owner will provide, as indicated in the Contract Documents and prior to the Notice to Proceed, the lands upon which the Work is to be performed, rights-of-way for access thereto, and such other lands which are designated for the use of the Contractor. The Contractor shall confine all Work and all associated activities to the easements and other areas designated for the Contractor’s use. The Contractor shall comply with any limits on construction methods and practices which may be required by easement agreements.

(b) *Delays in Providing Access.*—If, due to some unforeseen reason, the necessary easements are not obtained, the Contractor shall receive an equitable extension of Contract Time or an equitable increase in the Contract Price, or both, to cover the Contractor’s additional costs as a result thereof, provided the Owner is notified in writing of the claim. The Contractor’s claim therefor shall be made as provided for in Article 29 of the General Conditions.

(c) *Additional Easements.*—Should additional temporary easements for ingress or egress be required by the Contractor for access to the Work, these easements shall be obtained by the Contractor, at no additional cost to the Owner.

Article 18. - Products. (a) *Storage.*—Products shall be stored in accordance with the manufacturer’s recommendations to insure the preservation of their quality and fitness for the Work. Stored products to be incorporated in the Work shall be located so as to facilitate prompt inspection by the Owner or the Engineer.

(b) *Installation.*—Manufactured products shall be applied, installed, connected, erected, used, cleaned, and conditioned as directed by the manufacturer.

(c) *Conformance with Shop Drawings.*—Products shall be furnished in accordance with shop drawings or samples submitted by the Contractor and approved by the Engineer.

(d) *Quality and Ownership.*—Unless otherwise specified, all products incorporated into the Work shall be new, and both workmanship and materials shall be of good quality. The Contractor shall, if required, furnish satisfactory evidence as to the kind and quality of products. The burden of proof is on the Contractor. Products to be incorporated into the Work shall not be purchased by the Contractor or Subcontractor subject to a chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller.

Article 19. - Supervision of Work. (a) *Supervision by Contractor.*—The Contractor shall give efficient supervision to the Work, using its best skill and attention. The Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.

(b) *Superintendent of Contractor.*—The Contractor shall employ and maintain on the Work a qualified superintendent and any necessary assistants, all satisfactory to the Owner and Engineer, who shall have been designated in writing by the Contractor as the Contractor’s representative at the site. The superintendent shall not be changed except with the consent of the Owner and Engineer unless the superintendent proves to be unsatisfactory to the Contractor and ceases to be in the Contractor’s employ. The superintendent shall represent the Contractor and shall be present on the site at all times as required to perform adequate supervision and coordination of the Work. The superintendent’s sole responsibility shall be to superintend the construction of the Project; he shall not be a “working foreman.” The superintendent shall have full authority to act on behalf of the Contractor and to execute orders or directions of the Engineer without delay. The superintendent shall have full authority to promptly supply products, tools, plant equipment and labor as may be

required. The superintendent's authority shall be such that all communication given to the supervisor shall be as binding as if given to the Contractor.

(c) *Contractor's Personnel.*—The Contractor shall employ only competent and skilled personnel. The Contractor shall at all times enforce strict discipline and good order among its employees and shall not employ on the Work any unfit person or anyone not skilled in the work assigned to him. The Contractor shall, upon demand from the Engineer, immediately remove any superintendent, foreman, or worker whom the Engineer or Owner may consider incompetent or undesirable.

Article 20. - Interruption of Facility Operations. (a) *General.*—The Contractor shall provide the Owner with written notice at least five (5) days prior to any interruption in facility operations required by any construction activity. The notice shall include the date and time of the scheduled interruption; the length of time the interruption will be in effect; the procedures to be followed in effecting the interruption; a complete identification of all those processes, equipment and operations to be affected; and all other information the Owner may require. The Contractor shall provide any and all equipment, piping, auxiliary power or other means necessary to sustain facility operations or function for interruptions which have not been identified by the Contract Documents, or when interruptions must exceed the time allowed by the Contract Documents.

(b) *Damages and Fines.*—Any damages resulting from surcharging, overflow or back-up caused by the Contractor's operations shall be the Contractor's responsibility. Any fines levied against the Owner resulting from a surcharge, overflow or backup caused by the Contractor shall be paid by the Contractor.

Article 21. - Protection of Work, Property and Persons. (a) *Duty to Protect Persons and Property.*—The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. The Contractor shall take all necessary precautions for the safety of, and shall provide 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 products to be incorporated therein, whether in storage on or off the site, and other property at the site and adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction. The Contractor shall pay for any such damage, injury, or loss except such as may be directly the result of errors in the Contract Documents or such as shall be caused directly by agents or employees of the Owner.

(b) *Safety Precautions.*—The Contractor shall comply with the Occupational Safety and Health Act, the Contract Work Hours and Safety Standards Act, and all rules and regulations relating thereto. Contractor warrants and represents that it is thoroughly familiar with the safety requirements with regard to scaffolding set forth in O.C.G.A. § 25-15-110, the requirements concerning blasting or excavating near underground gas pipes and utility facilities contained in O.C.G.A. § 25-9-1, *et seq.*, and the High Voltage Safety Act, O.C.G.A. § 46-3-30, *et seq.*, and that the Work shall be prosecuted in complete accord with all limitations and requirements set forth in

these, and other applicable, laws. The contractor's operation of the jobsite shall be consistent with the 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 on the Work. 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 their improper construction, maintenance, or operation. The Contractor shall erect and properly maintain at all times as required by the conditions and progress of the work proper safeguards for the protection of workers and the public and shall post danger warnings against any hazards created by the construction operations. The Contractor shall designate a responsible member of its organization on the Work whose duty shall be the prevention of accidents. In the absence of notice to the contrary filed with the Engineer in writing with a copy to the Owner, this person shall be the superintendent of the Contractor.

(c) *Emergencies.*—In an emergency affecting the safety of life or the Work or adjoining property, the Contractor, without special instruction or authorization from the Engineer or Owner, is hereby permitted to act, at its discretion, to prevent such threatened loss or injury. Any remuneration claimed by the Contractor on account of emergency work shall be determined in accordance with allowances permitted on force account under section (c), Case(c) of Article 29 of the General Conditions.

(d) *Injury or Loss to Persons or Property.*—The Contractor shall remedy all damage, injury or loss to any property, improvements or facilities caused, directly or indirectly, in whole or in part, by the Contractor or any of the Contractor's Subcontractors or anyone directly or indirectly employed by and of them or anyone for whose acts any of them may be liable. The property, improvements or facilities shall be replaced or restored to a condition as good as when the Contractor entered upon the Work. In case of failure on the part of the Contractor to restore such property, or pay for such damages or injury, the Owner may, after 48 hours written notice, proceed to repair, rebuild, or otherwise restore such property, improvements or facilities as may be deemed necessary. The cost thereof will be deducted from any monies due or which may become due to the Contractor under this Contract.

(e) *Blasting.*—In the absence of an express provision in the Contract Documents permitting blasting, there shall be no blasting. If blasting is permitted under the Contract Documents and under the law which is applicable to the Project site, such blasting shall be done in such manner as to prevent all damage and injury.

(f) *Rain Water, Surface Water, and Backup.*—The Contractor shall protect all Work, including but not limited to excavations and trenches, from rain water, surface water, and back-up of drains and sewers. The Contractor shall furnish all labor, pumps, shoring, enclosures, and equipment necessary to protect and keep the Work free of water. Completed Work and stored products shall be suitably protected during inclement weather to allow Work to proceed in a timely fashion. Work planned, or in progress, should be performed to minimize impact of adverse weather conditions.

Article 22. - Protection of the Environment. (a) *General.*—The Contractor shall be responsible for taking all measures required to minimize all types of pollution associated with the undertaking of the proposed Work, and shall abide by the requirements of all governmental agencies having jurisdiction over the Work or Contractor's Project operations.

(b) *Restoration.*—Any area used or involved in the Project that is disturbed by the Contractor, shall be restored to original or better condition, even though such area is outside the limits of that specified for grading, grassing or landscaping.

Article 23. - Protection, Location and Relocation of Utilities. (a) *Notification and Protection.*—The Contractor shall notify owners of adjacent utilities when prosecution of the Work may affect them. The Contractor shall protect from damage all existing improvements or utilities at, or in proximity to, the site of the Work, and shall repair or restore any damage to such facilities resulting from the performance of the Work. If the Contractor fails or refuses to repair any such damage promptly, the Owner may have the Work performed and charge the cost thereof to the Contractor.

(b) *Relocation.*—Prior to the construction or installation of any proposed facility or pipeline, the Contractor shall expose all existing utilities true to their vertical and horizontal location, within the vicinity of the Work. In order to avoid conflicts between existing and proposed facilities or utilities, the Contractor shall either relocate the existing or proposed utility on a temporary or permanent basis, or shall take whatever means necessary to protect the existing facilities or utilities during the installation of proposed utilities, as approved by the Engineer. No separate or additional payment will be made for the relocation of existing utilities or for any work associated with the protection of existing facilities or utilities.

Article 24. - Schedules, Reports and Records.—(a) *Progress Reports.*—Within such reasonable time as the Owner shall designate in writing, the Contractor shall submit to the Owner such schedule of quantities and costs, construction progress schedules, payrolls, bills, vouchers, correct copies of all subcontracts, statements, reports, correct copies of all agreements, correspondence, and written transactions with the surety that have any relevance to the Work, estimates, records, and other data as the Owner may request concerning Work performed or to be performed under this Contract. When requested by the Owner, the Contractor shall give the Owner access to accounts relating to the foregoing. The above reports shall include but are not limited to (i) written notice of dates by which specified Work will have been completed, (ii) written notice of dates by which condemned Work shall have been remedied, (iii) written notice that condemned Work has been remedied, (iv) written notice as to the date or dates by which Work that has not been performed with equal steps and at the same rate required by the construction progress schedule shall have been brought into conformity with the schedule, (v) written notice of the date by which any undisputed claim of a Subcontractor, materialman, or laborer shall have been paid, (vi) written advice regarding the nature and amount of any disputed claim of a Subcontractor, materialman, or laborer, and (vii) information regarding work performed under Sections (c), Case (b) and Case (c) of Article 29 of the General Conditions.

(b) *Construction Progress Schedule.*—Within ten (10) days of the Notice to Proceed, the Contractor shall submit to the Engineer a Preliminary Progress Schedule (“PPS”) and a Near Term Schedule (“NTS”) in the form and with the content required by the Specifications. Within forty-five (45) days of the Notice to Proceed, the Contractor shall submit to the Engineer the Overall Project Schedule (“OPS”) as required in the Specifications.

(c) *Schedule of Values.*—The Contractor shall, within ten (10) days of the Notice to Proceed, submit to the Engineer a Schedule of Values of the various parts of the Work, including quantities, aggregating the total Contract Price, divided in such manner as to facilitate payments to Subcontractors in accordance with Article 10, with a complete breakdown of the Contract Price so arranged and so itemized in accordance with the Specifications as to meet the approval of the Engineer, and, if requested, supported by such evidence as to its correctness as the Engineer may direct. This schedule, designated herein as the Schedule of Values, when approved by the Engineer shall be used as a basis for certificates of payment.

(d) *Shop Drawings.*—The Contractor shall prepare, execute, and submit shop drawings as required by the Specifications. No shop drawings shall be submitted which do not comply with the Contract Documents.

(e) *Schedule of Submittals.*—Within ten (10) days of the Notice to Proceed, the Contractor shall prepare and submit for the approval of the Engineer a Schedule of Submittals showing the estimated date of submittal of all shop drawings and the desired approval date for each shop drawing anticipated. The Contractor shall submit in accordance with the schedule and the Engineer shall furnish approval in accordance with the schedule. The schedule must be consistent with the construction progress schedules.

(f) *Submitting Updated Schedules.*—An updated OPS and NTS together with an updated Schedule of Submittals shall be presented with each periodical payment request. Failure to timely submit such schedules will delay processing of the pay request until receipt of the updated schedules.

(g) *Float in the Schedule.*—If the OPS reflects a completion date prior to the completion date established in the Contract Agreement, or as extended by Change Order, this shall afford no basis for a claim of delay should the Contractor not complete the Work prior to the projected date set forth in the OPS. All “float” between the completion date in the OPS and the completion date established in the Contract Agreement shall belong to and be exclusively available to the Owner. Should a Change Order be executed with a revised completion date, the progress schedule shall be revised to reflect the new completion date.

(h) *Record Drawings.*—The Contractor shall maintain on the Project site throughout the Contract Time an up-to-date set of records and drawings as required by the Specifications.

(i) *Project Coordination Meetings.*—The Contractor shall participate in Project Coordination Meetings to be held on the site monthly, or more often if conditions warrant, to establish the current

state of completion and revise the schedule as necessary. The Project Coordination Meeting will be conducted by the Owner and the Engineer.

(j) *Maintenance of Project Scheduling System.*—The Contractor shall take the following steps to ensure that the Project stays on schedule:

- (1) The Contractor shall implement the detailed NTS of activities to the fullest extent possible between Project Coordination Meetings.
- (2) The Contractor shall provide a copy of the Contractor's Daily Report to the Resident Inspector by 10:00 a.m. of the day following the Report date. This Daily Report will contain, as a minimum, the weather conditions; number of workers by craft, including supervision and management personnel on site; active and inactive equipment on site; Work accomplished by Critical Path Method activity item; problems; and visitors to the jobsite.
- (3) If a current activity or series of activities on the OPS is behind schedule and if the late status is not due to an excusable delay for which an extension of the Contract Time would be forthcoming, the Contractor shall attempt to reschedule the activity to be consistent with the OPS so as not to delay completion of the Contract. The Contractor agrees that:
 - a. The Contractor shall attempt to expedite the activity to completion so as to have it agree with the OPS. Such measures as the Contractor may choose shall be made explicit during the Project Coordination Meeting;
 - b. If, within two weeks of identification of such behind-schedule activity, the Contractor is not successful in restoring the activity to an on-schedule status, the Contractor shall:
 1. Carry out the activity with the scheduled crew on an overtime basis until the activity is complete or back on schedule;
 2. Increase the crew size or add shifts so the activity can be completed as scheduled; or,
 3. Commit to overtime or increased crew sizes for subsequent activities, or some combination of the above as deemed suitable by the Engineer.These actions shall be taken at no increase in the Contract Price.
- (4) Maintain a current copy of all construction schedules on prominent display in the Contractor's field office at the Project site; and,
- (5) Cooperate with the Owner or Owner's representative in all aspects of the Project Scheduling System. Failure to implement the Project Scheduling System or to provide specified schedules, diagrams, and reports, or to implement actions to re-establish progress consistent with the OPS may be causes for withholding of payment.

Article 25. - Drawings and Specifications.

(a) *Identification.*— The Contract Documents shall be as defined in Article 41(e) of the General Conditions. They are intended to define, describe, and provide for all Work necessary to complete the Project in an acceptable manner, ready for use, occupancy, or operation by the Owner. Insertion, addition, alteration, modification, revision, or deletion of any text, verbiage, provision, statement, term, condition, or other component of the Contract Documents, whether textual, numerical, or pictorial, is prohibited and no such unilateral change to the Contract Documents shall be binding.

(b) *Number of Copies.*—The Engineer will furnish the Contractor two copies of the Contract Documents, one copy of which the Contractor shall have available at all times on the Project site. Any additional copies will be furnished at additional cost.

(c) *Correlation and Intent.*—The Contract Documents are complementary, and what is called for by one shall be as binding as if called for by all. The intention of the documents is to include all labor and materials, equipment, and transportation necessary for the proper execution of the Work. It is not intended, however, that materials or work not covered by or properly inferable from any heading, branch, class, or trade of the Specifications shall be supplied unless distinctly noted on the drawings. Materials or Work described in words which so applied have a well-known technical or trade meaning shall be held to refer to such recognized standards. In the event the Engineer shall have used such phrases anywhere in the Specifications as: “work indicated on the drawings and herein specified”, “work shown and specified”, “in accordance with the drawings and Specifications”, “indicated on the drawings and Specifications”, “in accordance with Specifications and applicable drawings”, “these Specifications and the accompanying drawings”, “as indicated on the drawings and as specified herein”, or similar expressions, they shall not be deemed to be and are not a defeasance of the provisions under this Article of the General Conditions, and they are not to be construed as requiring Work to be called for both in the Specifications and in the drawings in order to be a requirement under the Contract. Any of the aforesaid conjunctive expressions and phrases or any cross-references between drawings and Specifications, between Specifications and Specifications, or between drawings and drawings to the contrary notwithstanding, the Contract Documents are complementary, and what is called for by one shall be as binding as if called for by all.

(d) *Refinement of Documents.*—The Contractor shall do no Work without complete, definite, and clear Drawings and Specifications. In the event the Contract Documents are not complete, definite, and clear, the Contractor shall make demand upon the Engineer, in writing, for a Request for Instructions (RFI) in accordance with Section (d) (iii) of Article 11 of the General Conditions. A copy of such demand shall be served upon the Owner. With reasonable promptness the Engineer shall furnish complete, definite, and clear instructions in writing, or by means of drawings, or in writing and by means of drawings. Such additional instructions if given orally shall be confirmed in writing or by drawings or both within a reasonable time. All such additional instructions shall be consistent with the Contract Documents, true developments thereof, and reasonably inferable therefrom. The Work shall be executed in conformity with the aforesaid instructions. The Engineer

shall furnish the Owner a copy of all additional instructions issued to the Contractor. No clarification of the Drawings and Specifications hereunder by the Engineer will entitle the Contractor to any additional monies unless a Change Order has been processed as provided by Article 29 of the General Conditions.

(e) *Conflicts.*—The following principles shall govern the settlement of disputes which may arise over conflicts in the Contract Documents:

- (i) as between figures given on drawings and the scaled measurements, the figures shall govern;
- (ii) as between large-scale drawings and small-scale drawings, the larger scale shall govern;
- (iii) As between Drawings and Specifications, the requirements of the Specifications shall govern;
- (iv) as between the form of the Contract Agreement, General Conditions or agency funding documents, the requirements of the agency funding documents shall govern; and,
- (v) in cases where products or quantities are omitted from the Specifications, the description and quantities on the Drawings shall govern.

Conflicts noted shall be reported to the Engineer. The principles set forth herein shall not alter the provisions of subsection (c) herein. Schedules, lists, indexes, tables, inventories, written instructions, written descriptions, summaries, statements, classifications, specifications, written selections, or written designations although appearing on the drawings are deemed to be and are “Specifications” within the meaning of this Article.

(f) *Materially Differing Site Conditions.*—Any materially differing site condition as between what is shown on the Drawings and Specifications and actually found on site shall be immediately reported to the Engineer and Owner, in writing, prior to the continuance of Work at the site. Failure of the Contractor to notify the Engineer, in writing, of the differing site condition prior to performance of Work at the site shall constitute a waiver of any claim for additional monies. Any Change Order necessitated by the differing site condition shall be processed as provided under Article 29 of the General Conditions. Any Work done by the Contractor following a discovery of such differing site condition or ambiguity or need for clarification in the Contract Drawings and Specifications, prior to a written report to the Engineer, shall not entitle the Contractor to additional monies and shall be done at the Contractor's risk.

Article 26. - Surveys and Permits.—(a) *Surveys.*—The Owner will furnish a land survey to establish a base line for locating the principal component parts of the Work, as shown in the Contract Documents. A bench mark will be otherwise specified in the Contract Documents; the Contractor shall develop and make all detailed surveys needed for construction, such as alignment, slope stakes, batter boards, stakes for pile location and other working points, lines, elevations and cut sheets.

(b) *Permits.*—Permits and licenses of a temporary nature necessary for the prosecution of the Work shall be obtained and paid for by the Contractor. Permits, licenses and easements for permanent structures or permanent changes in existing facilities shall be obtained and paid for by the Owner unless otherwise specified.

Article 27. - Testing, Inspection and Rejection of Work.—(a) *Testing of Materials.*—Unless otherwise specifically provided for in the Specifications, the inspection and testing of materials and products to be incorporated in the Work at the site shall be made by bureaus, laboratories, or agencies approved by the Owner; the cost of such inspection and testing shall be paid by the Contractor. The Contractor shall furnish evidence, satisfactory to the Owner and Engineer, that the materials and products have passed the required tests prior to their incorporation into the Work. The Contractor shall promptly segregate and remove rejected materials and products from the site of the Work.

(b) *Access to Work.*—The Owner and Engineer and their representatives shall at all times have access to the Work wherever it is in preparation or progress, and the Contractor shall provide proper facilities for such access and for inspection.

(c) *Notice to Engineer from Contractor Prior to Covering Work.*—If the Specifications, the Engineer's instructions (either in the Specifications or issued later in writing), laws, ordinances or any public authority require any Work to be specially tested or approved, the Contractor shall give the Engineer timely notice in writing of its readiness for inspection, and if the inspection is by any authority other than the Engineer, of the date fixed for such inspection. Inspections by the Engineer shall be made promptly and where practicable at the source of supply. If any Work should be covered without approval or consent of the Engineer, it must, if required by the Engineer, be uncovered for examination at the Contractor's expense.

(d) *Re-examination or Re-testing of Work Covered pursuant to Consent of Engineer.*—Re-examination or re-testing of questioned work covered pursuant to consent of the Engineer may be ordered by the Engineer, and if so ordered the Work must be uncovered by the Contractor. If such Work is found in accordance with the Contract Documents the Owner shall pay the cost of re-examination and replacement or of re-testing. If such Work is found not in accordance with the Contract Documents the Contractor shall pay such cost unless he shall show that the defect in the Work was caused by another contractor of the Owner, and in that event the Owner shall pay such cost. Re-examination or re-testing under the terms of this section applies only to Work which has been covered with consent of the Engineer. Work covered without consent of the Engineer must be uncovered for examination as provided under Article 27(c) of the General Conditions.

(e) *Inspection Does Not Relieve Contractor.*—Under the Contract Documents, the Contractor has assumed the responsibility of furnishing all services, labor, and materials for the entire Work in accordance with such documents. No provisions of this Article or any inspection of the Work by the Owner, representatives of the Owner, resident inspector, clerk-of-the-works, architects employed by the Engineer, representatives of the Engineer, or the Engineer shall in any way

diminish, relieve, or alter said responsibility and undertaking of the Contractor; nor shall the omission of any of the foregoing to discover or to bring to the attention of the Contractor the existence of any Work or materials injured or done not in accordance with said Contract Documents in any way diminish, relieve, or alter such obligation of the Contractor nor shall the aforesaid omission diminish or alter the rights or remedies of the Owner as set forth in the Contract Documents. Subject to the provisions of Section (g) herein, the resident inspector has no power to make decisions, to accept or reject Work, or to consent to the covering of Work. The resident inspector owes no duty to the Contractor.

(f) *False Start.*—In the event notice of readiness pursuant to Article 30(g) of the General Conditions shall have been issued prematurely by the Contractor, the Contractor’s action shall be deemed to be a “false start”, and the Contractor shall be liable for the damage resulting from the aforesaid false start, including but not limited to the salary, professional fees, and travel and living expenses of the person or parties inconvenienced by the aforesaid false start.

(g) *Authority and Duties of the Resident Inspector.*—The Resident Inspector will be authorized to inspect all Work done and all products furnished, including preparation, fabrication and manufacture of the products to be used, but the Resident Inspector is not authorized to alter or waive any requirements of the Contract Documents. The Resident Inspector may temporarily reject products or suspend the Work until any question at issue can be referred to and decided by the Engineer. The responsibility of the Contractor is not lessened by the presence of the Resident Inspector.

(h) *Rejection of Work; Orders of Condemnation.*—The Contractor shall remove from the premises within the time designated in orders of condemnation all Work condemned by the Engineer as failing to conform to the Contract Documents, whether incorporated in the Work 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 by such removal or replacement. The Contractor shall supply any omitted Work and perform all unexecuted Work within the time fixed by the Engineer in orders of condemnation.

(i) *Remedy of the Owner for Breach of Order of Condemnation.*—If the Contractor does not make good a deficiency within the time fixed in an Order of Condemnation, the Owner may:

- (1) Remove the condemned Work and store it at the expense of the Contractor. If the Contractor does not pay the expenses of such removal and storing within ten (10) days after receipt of written demand of the Owner, the Owner may upon three (3) days’ notice in writing to the Contractor sell such materials at private sale or at auction and shall account for the net proceeds thereof after deducting all proper costs incurred by the Owner; or
- (2) Supply omitted Work, perform unexecuted Work, or replace and re-execute Work not done in accordance with the methods and materials designated in the Contract

Documents and deduct the cost thereof from any payment then or thereafter due the Contractor; or,

- (3) Accept the condemned Work and deduct the reasonable value of such Work from the Contract Price.

The remedies stated in this Article are in addition to the remedies otherwise available to the Owner, do not exclude such other remedies, and are without prejudice to any other remedies. Time limits stated in orders of condemnation are of the essence of the Contract. Unless otherwise agreed to by the Owner in writing, the making good of condemned Work shall physically commence at the site in not more than seven (7) days after receipt of the Order of Condemnation except that in case of emergency correction shall physically commence immediately and except that the Contractor shall in any event physically commence the correction at the site early enough to complete within the time allowed in the Order of Condemnation. The Owner shall give prompt consideration to reasonable requests for delay in commencement of the making good of orders of condemnation. The making good of condemned Work shall be completed within the time allowed in the Order of Condemnation unless the Contractor shall have requested from the Engineer an increase in the amount of time allowed and the Engineer shall have given notice to the Contractor in writing, with copy to the Owner, stating the additional time, if any, allowed. An extension of the time allowed to correct condemned Work shall not extend the Contract Time.

(j) *Notice of Correction from Contractor.*—The Contractor shall give prompt notice in writing to the Engineer, with copy to the Owner, upon completion of the correction of any Work, the supplying of any omission of any Work or materials or the performance of any unexecuted Work condemned by the Engineer. In the absence of such notice, it shall be and is presumed under this Contract that there has been no correction, supplying remedy, or performance of unexecuted Work.

Article 28. - Contract Time and Liquidated Damages. (a) *Rate of Progress.*—The Contractor shall proceed with the Work at a rate of progress which will insure substantial completion of the Project within the Contract Time. It is expressly understood and agreed by and between the Contractor and the Owner that the Contract Time for the Work is a reasonable time, taking into consideration the average climatic and economic conditions, and other factors prevailing in the locality of the Work. It is understood that the Contractor's proposed construction schedule is based on a normal 40-hour work week, less recognized holidays. If the Contractor desires to work in excess of a normal 40-hour work week, the Contractor shall submit a written request to the Owner and Engineer a minimum of two (2) days prior to the desired work date. The Contractor shall be responsible for any additional expenses incurred by the Owner as a result of any extended work hours, including resident inspection overtime. The cost associated with resident inspector overtime will be deducted from the Contractor's monthly progress payment request.

(b) *Grounds for Delays and Extensions of Time.*—If the Contractor be delayed at any time in the progress of the Work by any act or neglect of the Owner or the Engineer, or of any employee of either, or by any separate contractor of the Owner, or by changes ordered in the Work, or by strikes, lockouts, pickets, abnormal and unforeseeable weather, unforeseeable subsurface conditions, fire,

unusual delay in transportation, unavoidable casualties, or any causes beyond the Contractor's control, or by any cause which the Engineer shall decide to justify the delay, then the Contract Time may be extended for such reasonable time as the Engineer may decide.

(c) *Filing of Claims.*—No extension of the Contract Time shall be made for delay occurring more than ten (10) days before claim therefor is made in writing to the Engineer with a copy to the Owner. In the case of a continuing cause of delay, only one claim is necessary, but no claim for a continuing delay shall be valid unless the Contractor, within ten (10) days of the commencement of the delay, shall have given notice in writing to the Engineer, with copy to the Owner.

(d) *Weather Delays.*—The Contractor is held to be familiar with weather conditions in the Macon-Bibb County area. When a claim for extension of the Contract Time is based on abnormal and unforeseeable weather conditions the request must be accompanied by U.S. Weather Bureau data for the past ten (10) years for the Macon/Macon-Bibb County, Georgia area that substantiates the claim of abnormal and unforeseeable weather conditions. Each day of inclement weather is not, by itself, reason for an extension of the Contract Time. Extensions of the Contract Time will be based solely on the number of rain days in a monthly period that are in excess of the ten (10) year average as established for the Macon/Macon-Bibb County area. A rain day, for purposes of calculating the ten (10) year average, is defined as a day in which 0.10 inch of rain or more was measured by the Weather Bureau.

(e) *Delay in Furnishing Drawings.*—If no Schedule of Submittals or agreement stating the dates upon which drawings or approval of shop drawings shall be furnished is made, then no claim for delay shall be allowed on account of failure of the Engineer to furnish drawings or approval of shop drawings until fourteen (14) days after demand therefor and not then unless such claim be reasonable.

(f) *No Damages for Delay.*—In the event of any delay as set forth in Section (b) herein, the Contractor may be entitled to an extension of the Contract Time only, and shall not be entitled to any additional payment on account of such delay. Without limiting the foregoing, except as otherwise specifically provided under Article 29, the Contractor shall not be entitled to payment or compensation of any kind from the Owner for direct, indirect or impact damages, including but not limited to costs of acceleration or extended home office overhead arising because of hindrance or delay from any cause whatsoever, whether such hindrances or delays be reasonable or unreasonable, foreseeable or unforeseeable, or avoidable or unavoidable.

(g) *Liquidated Damages.*—If the Contractor shall fail to perform the Work required within the Contract Time, or extended Contract Time if authorized by Change Order, then the Contractor shall pay Owner the full amount of liquidated damages specified in the Contract Documents for each calendar day that the Contractor shall be in default after the time stipulated in the Contract Documents shall have expired, and the Owner shall deduct such liquidated damages from the Contractor's monthly progress payment request.

Article 29. - Changes in the Work.—(a) *Owner's Right to Make Changes.*—The Owner without

invalidating the Contract may authorize or order extra work or may authorize or order changes by altering, adding to, or deducting from the Work, the Contract Price or the Contract Time, or both, being adjusted accordingly. The Contractor hereby expressly agrees that the Contractor shall have no right to a claim for damages or extended overhead of any nature because of changes made by the Owner. Such Work is hereinafter designated “change” or “changes”.

(b) *Field Orders.*—The Engineer may at any time, by issuing a field order, make changes in the details of the Work. These changes by field order will not affect Contract Time or Contract Price. The Contractor shall proceed with the performance of any such changes in the Work so ordered by the Engineer, unless the Contractor believes that such field order entitles Contractor to a change in Contract Price or Contract Time, or both, in which event Contractor shall give the Engineer immediate, written notice thereof and if required by the Owner, an immediate estimate of the direct cost of Work as outlined in Case (b) below, after the receipt of the ordered change, and the Contractor shall not execute such changes pending the receipt of an executed Change Order or further written instruction from the Owner.

(c) *Cost to Owner for Changes.*—The cost to the Owner of any change shall be determined in one or more of the following ways:

CASE (a) By estimate and acceptance in a lump sum.

CASE (b) By unit prices identified in the Contract or subsequently agreed upon. Unit prices are net including overhead and profit. Neither establishment of unit prices in the Contract or later agreement to unit prices shall entitle the Contractor to execute any change under Case (b) prior to issuance of an authorization or order of the Owner in writing.

CASE (c) By force account, which is defined as expenditures allowed under Article 29(i) plus a percentage or percentages as stated under Article 29(i).

(d) *Changes Forbidden without Consent of Owner.*—Neither the Engineer or the Contractor shall make any change whatsoever in the Work without authorization or order of the Owner in writing except in emergency as described hereinbelow. The making of any change without authorization or order of the Owner in writing is a breach of contract except in emergency as referred to under Article 21 of the General Conditions. In the absence of authorization or order of the Owner given in advance in writing (except in emergency as referred to under Article 21 of the General Conditions) the Contractor shall have no claim for payment, repayment, reimbursement, remittance, remuneration, compensation, profit, cost, overhead, expense, loss, expenditure, allowance, charge, demand, hire, wages, salary, tax, cash, assessment, price, money, bill, statement, dues, recovery, restitution, benefit, recoupment, exaction, injury, damages or time based upon or resulting from any change.

(e) *Notice of demand of Contractor for extraordinary remuneration or for damages.*—For a change in the Work, the Contractor shall be entitled to no claim other than or in excess of

allowances permitted under Article 29(i) unless prior to commencement of execution of the change (a) the Contractor shall have notified the Owner in writing of the nature of the claim and (b) the Owner shall have agreed in writing to the claim. Commencement of execution of a change authorized by the Owner in the absence of the aforesaid written notice from the Contractor and written agreement to the claim by the Owner shall be deemed to be and is conclusive proof that the Contractor acknowledges that it makes no claim other than or in excess of allowances permitted under Article 29(i).

(f) *Subsurface Conditions.*—Material below the surface of the ground is assumed to be earth and other material that can be removed by a backhoe or similar equipment. Should conditions encountered below the surface of the ground be at variance to conditions indicated by Drawings, Specifications, or geotechnical reports, and subject to Article 23 of the General Conditions, the Contract Price may be adjusted as provided in this Article for changes in the Work upon claim by either party made in writing within a reasonable time after the first observance of the conditions; PROVIDED, however, that the Contractor shall in any event give written notice to the Owner before proceeding to execute any change resulting from subsurface conditions; and PROVIDED FURTHER; that the Owner shall not be liable to the Contractor for any claim occasioned by the aforesaid subsurface conditions except in accordance with and pursuant to authorization of the Owner issued in writing prior to commencement of execution of the aforesaid change to which authorization the Contractor shall have taken no exception. If exception to the authorization be taken by the Contractor, the Owner may issue an order pursuant to Article 29(i). Commencement of execution of work pursuant to Article 29(i) shall not exclude the recovery of damages by the Contractor under other Articles of the General Conditions, but the cost to the Owner for the changes executed pursuant to the aforesaid order shall not exceed the “net allowable expenditures” permitted to the Contractor under Article 29(i) plus the “allowance for overhead and profit” permitted under Article 29(i).

(g) *Rock.*—If rock, as hereinafter defined, is encountered, no claim for additional compensation for changes shall lie against the Owner in the absence of previous authorization by the Owner in writing, and the cost to the Owner for any changes shall be determined as provided in this Article. **CAUTION: No rock for which extra compensation is expected to be received shall be removed except pursuant to and in conformity with a written authorization or order of the Owner.** Shale, rotten stone, or stratified rock that can be loosened with a pick or removed by a backhoe or similar equipment shall not be classified as rock. Rock is defined as follows: any material which cannot be excavated with conventional equipment, and must be removed by drilling, chemical cracking, or blasting, and occupies an original volume of at least one-half cubic yard.

(h) *Existing Conditions.*—The Contractor in undertaking the Work under this Contract is assumed to have visited the premises and to have taken into consideration all conditions which might affect the Work. No consideration will be given any claim based on lack of knowledge of existing conditions except where existing conditions are such as cannot be readily ascertained. Any claims relating to conditions which were not readily ascertainable shall be adjusted as provided in this Article for changes in the Work.

(i) *Cost to Owner, Allowances for Contractor, and Allowable Expenditures.*—In Cases (a) and (c), above, the “allowance for overhead and profit” combined, included in the total cost to the Owner, shall be based upon the following schedule:

- (1) For the Contractor an allowance for Work which it performs with its own forces, not to exceed 16% of its “net additional allowable expenditures”, if any, for changes.
- (2) For a Subcontractor an allowance for Work which it performs with its own forces, not to exceed 16% of its “net additional allowable expenditures”, if any, for changes. A Subcontractor shall receive no allowance for overhead and profit on Work not performed by its own forces. Under these Contract Documents, the forces of a Sub-subcontractor of a Subcontractor are deemed to be and are the forces of the Subcontractor.
- (3) For the Contractor an allowance for Work performed by its Subcontractor, not to exceed 10% of the amount, if any, due the Subcontractor for changes.

The above percentages shall be applied to the “net additional allowable expenditures”, if any, as limited and defined herein. If the net difference between “allowable expenditures” and savings results in a decrease in expenditures, the amount of credit allowed the Owner shall be the net decrease without any credit for profit and overhead. “Net additional allowable expenditures” as used herein shall mean the difference between all “allowable expenditures” and savings. The term “allowable expenditures” is limited to and defined as items of:

- (1) Labor which is defined as the specific labor wages including a thirty percent (30%) markup on the cost of direct payroll wages. The Contractor shall furnish, if required by the Owner, certified payrolls to verify wages.
- (2) Material delivered and used on the designated Work, including sales tax, if paid for by the Contractor and as verified by original invoices or otherwise verifiable to the Engineer's acceptance.
- (3) Rental, or Ownership cost of equipment, including necessary transportation of equipment, having a purchase value in excess of \$300.00. Rental or Ownership cost will be allowed for only those hours during which the equipment is required on the Project site. Cost allowances will not exceed the rates defined as follows: the hourly rate, for equipment not used exclusively in the change to the scope of Work, will be the monthly rate, as printed in the current Rental Blue Book for Construction Equipment published by Dataquest, divided by 176; the rate, for equipment used exclusively for those tasks identified in the change to the scope of Work, will be the daily, weekly or monthly rate, used singularly or in combination, which will provide the lowest total cost. The rates will be modified by the Rate Adjustment Table factors to reflect a depreciation allowance indexed to the year a machine was originally manufactured and

sold. The rates will be adjusted to account for regional differences in annual use hours, cost of labor, freight, taxes, etc. The amount by which basic rates will be increased or decreased is shown on the adjustment maps included in the “Blue Book”. The equipment use period will begin only at the time equipment is unloaded at the site of the changed Work; will include each day that the equipment is required at the site of the changed Work; and will terminate at the end of the day on which the use of such equipment becomes unnecessary, plus reasonable transportation time. The maximum time to be paid per day will not exceed eight hours unless the equipment is in operation for a longer time. The time which will be paid for per day for equipment not used exclusively in the change to the scope of Work, will be the hours which the equipment was actually in operation on the changed Work.

- (4) In cases where there is an extension of the Contract Time, *pro rata* expenditures for time of foremen employed in the direct superintendence of productive labor in execution of changes.

All expenditures not included in the term “allowable expenditures” as limited and defined in this Article shall be considered as overhead, including, but not limited to, bond premiums, supervision, travel (meals, transportation, and lodging), superintendence [except *pro rata* time of foremen as referred to herein], timekeepers, clerks, watchmen, hand tools, small tools, incidental job burdens, engineering, drafting, and office expense. Any other provisions in the Contract Documents to the contrary notwithstanding, only demonstrable, direct, out-of-pocket expenditures for the changes plus percentages as set forth hereinabove shall be allowable for changes. No wages of a foreman shall be allowable for a change carried on concurrently with contract Work unless the claim includes a demand for extension of time caused by the authorizing or ordering of the change.

(j) *Execution of Changes Pursuant to Order.*—In the event neither Case (a) nor Case (b) can be mutually agreed upon as the method of determining the cost to the Owner for a change, the Contractor, provided it receives a written order from the Owner, shall proceed on force account under Case (c), and he shall keep and present in such form as the Engineer may direct a correct account of the expenditures together with vouchers. Allowable expenditures shall in no event exceed current costs for like services and materials, the burden of proof being on the Contractor.

(k) *Stipulated Maximum Sum.*—Under Case (b) and Case (c), the Owner shall prescribe the limits of any authorization or order for a change by means of an authorization or order in writing stipulating the maximum sum of money committed toward execution of the said change, and the Contractor shall have no authority to perform any change which will cost the Owner in excess of the stipulated maximum sum. It shall be solely the Contractor’s responsibility **to apply in writing to the Owner, NOT [repeat NOT] to the Engineer,** for an enlargement of the scope of the authorization or order by an increase in the said stipulated maximum sum if during the course of the performance of a change on force account under Case (c) the additional cost of the change to the Owner as established in accordance with allowable expenditures and allowances for profit and overhead permitted under Article 29(i) is approaching, or may exceed, the said stipulated maximum sum. It shall likewise be the responsibility of the Contractor to apply for an enlargement of the scope of the

authorization or order if the total value of units at any agreed unit price under Case (b) is approaching the said stipulated maximum sum. For changes in the Work no claim for payment, repayment, reimbursement, remittance, remuneration, compensation, profit, cost, overhead, expense, loss, expenditure, allowance, charge, demand, hire, wages, salary, tax, cash, assessment, price, money, bill, statement, dues, recovery, restitution, benefit, recoupment, exaction, injury or damages shall lie against the Owner for any amount in excess of such amount as shall have been mutually agreed to under Case (a) or in excess of such amount as shall have been established as the stipulated maximum sum under Case (b) or Case (c). The cost to the Owner for any change in the Work, except a change based upon agreed unit prices under Case (b), shall be established in accordance with the schedule of allowances and percentages stipulated under Article 29(i).

(l) *Breakdown of Expenditures.*—To accompany all Change Orders, the Contractor shall furnish a breakdown of expenditures for labor and materials by units and quantities in the form prescribed by the Owner, and the breakdown shall be accompanied by the following declaration: “I do solemnly swear, under criminal penalty, that the costs shown hereinabove do not exceed current costs for like services or materials and do not exceed the actual costs to the Contractor therefor, and that the quantities shown do not exceed actual requirements.” For all force account changes, the Contractor shall promptly, and in no event later than thirty (30) days after receipt of written demand therefor, pursuant to Article 29(i) submit to the Engineer a complete, accurate, and final breakdown and account together with vouchers, showing all expenditures and percentages allowable under Case (c). For all unit price changes, the Contractor shall promptly, and in no event later than thirty (30) days after receipt of written demand therefor, pursuant to Article 29(i) submit to the Engineer an accurate account of the quantity of Work performed under Case (b). In any case, the Engineer shall certify to the amount [including under Case (a) and Case (c) the allowance prescribed in the Contract for overhead and profit] due the Contractor. The Contractor shall obtain and furnish as back-up to the Contractor’s breakdown a separate breakdown for each Subcontractor’s charges prepared by each Subcontractor on the letterhead of the Subcontractor and properly signed by the Subcontractor.

(m) *Payment on Account.*—If the Contractor desires to obtain payment on account before any change in the Work has been completed, a Change Order certified by the Engineer and signed by the Contractor and the Owner must have been executed for so much of the change as has been completed at the time of the filing of the request for payment on account.

(n) *Form and Execution of Change Orders.*—Change Orders shall be recommended by the Engineer and signed by the Contractor and the Owner in accordance with the form of change order prescribed by the Owner. No request for payment of the Contractor for account of a change shall be due, nor shall any such request appear on a progress payment request or demand for final payment until (1) the Change Order shall have been certified by the Engineer and (2) a Change Order shall have been executed by the Contractor and the Owner.

(o) *Claims Distinguished from Changes.*— Claims for damages arising out of alleged negligence of the Engineer or Owner as provided for under Article 37 of the General Conditions are distinguished from claims for allowances for changes as provided for under Article 29. Claims for

damages must be filed entirely separately pursuant to Article 37 of the General Conditions and claims for allowances for changes must be filed entirely separately pursuant to Article 29 unless the Contractor and Owner agree in writing otherwise.

(p) *Conditions Different from Those Indicated in Contract Documents.*—The parties contemplate delays necessary to complete tests, to redesign, and to perform change order Work in the event conditions encountered at the site are different from those indicated in the Contract Documents, or to perform change order Work to correct errors and omissions in the Drawings and Specifications. Execution of any change must be authorized. In such event there shall be an adjustment in the Contract Price as provided in the Contract for changes in the Work, but no claim for damages shall lie against the Owner for the aforesaid delays. Such delays are not a breach of contract because the parties contemplate such delays as a natural and probable consequence of construction operations. The parties agree that such delays constitute no wrong or injury, create no right to a claim for damages, and are not a ground for claiming extraordinary remuneration.

(q) *Unit Prices.*— The term “net” as used in reference to “unit prices” means in respect to Change Orders performed in accordance with Case (b) of Article 29 of the General Conditions that the unit prices offered by the Contractor and accepted by the Owner shall be inclusive of all sums for payment, repayment, reimbursement, remittance, remuneration, compensation, profit, cost, overhead, expense, loss, expenditure, allowance, charge, demand, hire, wages, salary, tax, cash, assessment, price, money, bill, statement, dues, recovery, restitution, benefit, recoupment, exaction, or injury. Upon request of the Owner in writing and within such reasonable space of time as the Owner shall designate in writing, the Contractor shall submit for consideration of the Owner proposals in writing for unit prices to be applied in the event Work is authorized by the Owner to be performed under Case (b) of Article 29. Under penalty of false swearing, a principal of the contracting firm shall certify that the unit prices submitted do not exceed current costs for like services or materials.

(r) *Combining Small Change Orders.*—The Owner may, with the Contractor’s concurrence, elect to postpone the issuance of a Change Order until such time that a single Change Order of substantial importance can be issued incorporating several changes. In such cases, the Owner will indicate this intent for each change in the Contract in a written notice to the Contractor, following agreement by the Owner and Contractor on the scope, price and time, if any, of the change.

(s) *Changes in the Contract Time.*—The Contract Time may be changed only by a Change Order. Changes in the Work described in section (a) of this Article and any other claim made by the Contractor for a change in the Contract Time will be evaluated by the Engineer and if the conditions warrant, an appropriate adjustment of the Contract Time will be made. The Engineer, when making these evaluations will take into consideration the amount and scope of Work which has been changed and will evaluate if the change in Work has affected the Critical Path as currently accepted on the Progress Schedule such that it would delay the completion of the Project. If after these evaluations have been made, and in the sole opinion of the Engineer the Contractor is due an extension of the Contract Time, then it will be granted by a Change Order. Extensions of the Contract Time granted as a result of weather will not result in a change in Contract Price.

(t) *Effect of Executed Change Order.*—The execution of a Change Order by the Contractor shall constitute conclusive evidence of the Contractor’s agreement to the ordered changes in the Work, the Contract as thus amended, the Contract Price and the Contract Time. The Contractor, by executing the Change Order, waives and forever releases any claim against the Owner for additional time or compensation for matters relating to or arising out of or resulting from the Work included within or affected by the executed Change Order. The foregoing waiver and release expressly includes, without limitation, claims for additional compensation or time based on the theory that the Contractor has suffered so-called “impact” damage attributable to the effect of change order Work on other change orders Work or on unchanged Work.

Article 30. - Payments and Completion.—(a) *Contract Price.*— The Contract Price is either a lump sum or the sum of the unit prices stated in the Contract Agreement, for each item multiplied by the actual quantities installed of each item, and is the total amount payable by the Owner to the Contractor for the performance of the Work set forth in the Contract Documents. It is understood that the Contractor shall provide and pay for all products, labor, (including labor performed after regular working hours, on Sundays, or on legal holidays), equipment, tools, water, light, power, sewer, transportation, supervision, temporary construction of any nature, and all other services and facilities of any nature whatsoever necessary to execute, complete, place into operation, and deliver the Work.

(b) *Application for Payment and Receipts.*—The Contractor shall submit to the Engineer in accordance with a form to be supplied by the Owner an application for each monthly progress payment, and, if requested by the Owner or Engineer, receipts or other vouchers, showing his payments for materials and labor, including payments to Subcontractors as required by Article 10 of the General Conditions.

(c) *Progress Payments.*—If progress payments are made on valuation of Work done, such complete application shall be submitted to the Engineer at least twenty (20) days before payment falls due. In applying for payments, the Contractor shall submit a statement based upon the Schedule of Values on a progress payment form to be supplied by the Owner, and, if requested by the Engineer or Owner, itemized in such form and supported by such evidence as the Engineer or Owner may direct showing the Contractor’s right to the payment claimed.

(d) *Materials stored.*—Application for payment may include, at the Contractor’s option, the cost of products not yet incorporated into the Work which have been delivered to the site or to other storage locations authorized and approved by the Engineer. The Owner reserves the right to accept or reject pay requests for stored materials, and to limit payments to those stored materials which, in the Engineer’s judgment, are necessary for continuing satisfactory Project progress.

Payment for stored products will be subject to the following conditions being met or satisfied:

- (1) The products shall be received in a condition satisfactory for incorporation in the Work, including manufacturer’s storage and installation instructions;

- (2) The products shall be stored in accordance with the manufacturer's recommendations and in such manner that any and all manufacturer's warranties will be maintained and that they will not be damaged due to weather, construction operation, or any other cause;
- (3) An invoice from the manufacturer shall be furnished for each item on which payment is requested. The request may include reimbursement for cost of delivery, limited to common carrier rates, to the site, but will not include the Contractor handling, on or off site, or for storage expense;
- (4) The Contractor shall, on request of the Engineer, furnish written proof from the supplier of payment (less retention equal in percentage to that being retained by the Owner) for the products no later than 30 days after receipt of payment for same from the Owner. The Owner will have the right to deduct from the next payment estimate an amount equal to the payment for products if reasonable and adequate proof is not submitted; and,
- (5) Shop drawings, product data and samples, showing "No Exceptions Taken", have been received from the Contractor for that specific equipment or material.

(e) *Operating Test Period.*—Upon receipt of written notice from the Contractor that the Work is ready to be placed into service for the operating test period, the Engineer will, within a reasonable time, inspect the Work. Prior to initiating the operating test, Work required by the Contract Documents must be in place and operable as determined by the Engineer, which includes, but is not limited to the following:

- (1) Pressure testing all lines as required in the Specifications;
- (2) Making adjustments of manhole rims;
- (3) Performing functional tests and providing manufacturers' required certification as specified;
- (4) Removing temporary plugs, bulkheads, bypasses, etc., and diverting flow into the facility when directed by the Engineer; and,
- (5) All painting, grassing and restoration of the Work area, provided the Work area is not part of another segment not yet in the 30-day operating test period.

When the Engineer finds the Work of the Contractor ready for initiation of the operating test period, the Engineer will recommend to the Owner that the operating test period begin.

Certain segments of the Work, whether new or existing to be modified, may need to be placed in

service prior to completion of the entire Project. Prior to placing these segments in operation, the requirements above, which pertain to the operating test period, must be complete for each segment.

The operating test period begins upon written notification from the Owner and runs for a period of 30 days. During this period, the Contractor shall complete all remaining items of Work, make adjustments found to be necessary, and ensure that all equipment and systems are functioning properly, and continue to function properly. The beginning of the operating test period initiates the Owner's responsibility for providing chemicals, power, and operating personnel. The Contractor retains responsibility for maintaining equipment until acceptance by the Owner. The segments to be placed into service prior to completion of the entire Project will be determined solely by the Engineer or the Owner.

(f) *Conditions Precedent to Application for Final Payment.*—ALL WORK REQUIRED BY THE CONTRACT DOCUMENTS MUST BE COMPLETED BEFORE THE FINAL INSPECTION IS PERFORMED. This includes, but is not limited to, the following:

- (1) Performing infiltration and pressure tests as described in the detailed Specifications;
- (2) Removing temporary plugs, bulkheads, bypasses, etc.;
- (3) Flushing all lines with potable water furnished by Contractor;
- (4) Pressure testing all lines as required in the Specifications;
- (5) Demonstrating the operation of all valves;
- (6) Providing specified instruction for the Owner's personnel;
- (7) Disinfecting all water mains as required in the Specifications; and,
- (8) Grassing and restoration of the Work area.

(g) *Notification of Readiness for Final Inspection.*—When all conditions precedent for the application have been completed, the Contractor shall submit completed Record Drawings to the Engineer and give notice to the Engineer in accordance with Article 5 of the Contract Agreement with a copy to the Owner in the following words:

The work on the Contract for the Amerson WTP Structural Repairs having been fully completed except as stipulated hereinbelow, it is requested that a final inspection be made promptly by the Engineer in accordance with Article 5 of the Contract Agreement. The following Work is incomplete through no fault of the Contractor:

No final inspection shall be made until such time as the Engineer has received a letter in the exact form indicated above and a copy thereof has been received by the Owner. In the event the

Contractor shall have issued the “Notice of Readiness for Final Inspection” prematurely [hereinafter referred to as “false start”] he shall be liable for the damage resulting from the aforesaid false start including but not limited to the salaries, professional fees, and travel and living expenses of the persons or parties inconvenienced by the aforesaid false start. The Contractor acknowledges and agrees that he has an indivisible, non-delegable, and non-transferable contractual obligation to the Owner to make its own inspections of the Work at all stages of construction; and the Contractor shall supervise and superintend performance of the Contract in such manner as to enable it to confirm and corroborate at all times that all Work has been executed strictly, literally, rigidly, and inflexibly in accordance with the methods and materials designated in the Contract Documents so that (a) its certifications on periodical estimates shall be true and correct and (b) its notice of readiness for final inspection shall be true and correct. Accordingly, the Contractor agrees that it may not defend or excuse any deviation from the Contract Documents on the ground (a) that the deviation was not brought to its attention by another person or party or other persons or parties or (b) that a Subcontractor is, or Subcontractors are, at fault.

(h) *Final Acceptance.*—If the Engineer finds the Work of the Contractor complete and acceptable in accordance with the provisions of the Contract Documents and that the Record Drawings accurately depict the complete Work, the Engineer will recommend to the Owner that the Project be accepted and that final payment be made. In the event that the final inspection reveals deficiencies in meeting the Contract requirements, the Contractor shall complete all remaining items of Work, and make adjustments found to be necessary. Upon receipt of written notice from the Contractor that the Work is complete and ready for re-inspection, the Engineer will make another final inspection. The Contractor will be notified, in writing, by the Owner of the final acceptance of the Work. The date of final acceptance shall be the beginning of the warranty period.

(i) *Liens.*—Neither the final payment or any part of the retained percentage shall become due until the Contractor has furnished the Owner proper and satisfactory evidence (under oath if required) that all claims for labor employed and materials used in the construction of the Work under this Contract have been paid, satisfied or waived, and that no claims can be filed against the Owner for such labor or materials. If required, the Contractor shall deliver to the Owner a complete release of all liens or claims arising out of this Contract, and an affidavit that so far as it has knowledge or information the releases include all labor and materials for which a lien or claim could be filed; provided, however, that the Contractor may, if any Subcontractor or claimant refuses to furnish a release, furnish a bond satisfactory to the Owner to indemnify the Owner against any lien or claim. If any lien or claim remains unsatisfied after all payments are made, the Contractor shall refund to the Owner all moneys that the Owner may be compelled to pay in discharging such lien or claim, including all costs and a reasonable attorneys’ fees.

(j) *Compliance with O.C.G.A. §§ 13-10-80 and 13-10-81.*—For purposes of O.C.G.A. § 13-10-80(b) the term “substantial completion of the Work” shall mean that “the Work has been satisfactorily completed and is accepted in accordance with the Contract Documents.” If upon completion of the second “final” inspection provided for in subsection (g) of this Article there are still remaining (i) any disputed indebtedness or (ii) if there are liens upon the property, or (iii) there are any items of Work uncompleted which in the opinion of the Engineer are “incomplete items”

within the meaning of O.C.G.A. §§ 13-10-80(b)(2)(B) and/or 13-10-81(c), an amount equal to two hundred percent (200%) of each such item of indebtedness, lien or uncompleted Work as determined by the Engineer shall be withheld until such item or items are paid, settled or completed and the remaining retainage shall be paid to the Contractor.

Article 31. - Certificates of Payment.—(a) *Issuance.*—If the Contractor has made application for payment as provided under Article 30, the Engineer shall not later than the date when each payment falls due issue to the Owner a certificate for such amounts as he decides to be properly due or state in writing his reasons for withholding a certificate.

(b) *Warranty of Title.*—The Contractor warrants that title to all Work and products covered by a Certificate of Payment, whether incorporated into the Project or not, will pass to the Owner upon the receipt of such payment by the Contractor, free and clear of all liens, claims, security interests or encumbrances except retention equal in percentage to that being retained by the Owner.

(c) *Effect.*—No Certificate issued, or payment made to the Contractor, or partial or entire use of occupancy of the Project by the Owner shall be an acceptance of any Work or materials not in accordance with the Contract Documents. The making of the final payment shall constitute a waiver of all claims by the Owner other than those arising from unsettled liens, from faulty work appearing after final payment, or from the requirements of the Contract Documents, including but not limited to the provisions of Article 5, Hazards and Indemnification, of these General Conditions. Acceptance of the final payment shall operate as and shall be a release by the Contractor to the Owner from all claims of any kind or character arising out of or related to the Contract except for such specific amount or amounts as may have been withheld to cover the fair value of any incomplete Work which has been certified by the Engineer under the provision of Paragraph (d) of Article 5 of the Contract Agreement as incomplete through no fault on the part of the Contractor.

(d) *Date and Rate of Payment.*—Progress payments will be made by the Owner to the Contractor in accordance with Article 4 of the Contract Agreement. Final payment will be made in accordance with Article 5 of the Contract Agreement. The date and rate of payment are subject to Article 32 of the General Conditions. Sums retained pursuant to this Article are and remain the property of the Owner until such time as the Contractor shall have become entitled to receive payment of such retainage by complying with the full terms of the Contract Documents.

(e) *Delays in Making Payments.*—The date on which any progress payment is due shall be extended for such period of time as may be necessary in the determination of the Engineer for the Contractor to remedy any incorrect or incomplete application for payment.

(f) *Interest.*—Should the Owner fail to pay the sum named in any certificate of the Engineer when due, the Contractor shall receive, in addition to the sum approved in the certificate, simple interest thereon at the legal rate; PROVIDED, however, that the Contractor shall have given the Owner written notice of the date on which payment was properly due, and no interest shall be payable if the Owner makes payment when due or within three days after receipt of the aforesaid notice from the contractor. Such notice shall be in writing, and shall set forth:

- (1)— A short and concise statement that interest is due pursuant to this Article;
- (2)— The principal amount of the progress or final payment which is allegedly due to the Contractor; and,
- (3)— The first day and date upon which the Contractor alleges that interest will begin to accrue, pursuant to this Article.

(g) *Integration with the Prompt Pay Act.*—The provisions of the Contract Documents with respect to time limits for payments, grounds for withholding payment, conditions authorizing payments, and interest on late payments shall supersede all provisions of the Georgia Prompt Pay Act, as originally enacted or as amended, and any dispute arising between the parties hereto as to whether or not the provisions of this Contract or the Georgia Prompt Pay Act control will be resolved in favor of the terms of these Contract Documents.

Article 32. - Payments Withheld.—The Engineer may withhold or, on account of subsequently discovered evidence, nullify the whole or a part of any certificate to such extent as may be necessary to protect the Owner from loss on account of:

- (a)—Defective work not remedied;
- (b)—Claims filed or reasonable evidence indicating probable filing of claims;
- (c)—Failure of the Contractor to make payments properly to Subcontractors or for materials or labor;
- (d)—A reasonable doubt that the Project can be completed for the unpaid balance of the Contract Price.
- (e)—Damage to another Contractor or to some third party;
- (f)—Failure to maintain a rate of progress in accordance with the currently approved construction progress schedule;
- (g)—Failure to supply enough skilled workers or proper materials; or,
- (h)—Failure to complete all Work within the Contract Time.

When the above grounds are removed, the Engineer shall issue to the Owner a certificate for such withheld amounts as he determines to be properly due, and the Owner shall pay such amounts within ten (10) days. At the option of the Owner adherence to the construction progress schedule shall be a condition precedent to the right of the Contractor to demand payment of a progress payment. No omission on the part of the Owner to exercise the aforesaid option shall be construed to be a waiver of breach of the construction progress schedule or acquiescence therein, and the Owner may exercise its option from time to time as often as may, in its judgment, be expedient.

Article 33. - Notice of Commencement.—See Notice to Proceed, as used throughout these General Conditions.

Article 34. - Correction of Work after Final Payment.—Neither (1) the final certificate, (2) or any decision of the Engineer, (3) nor payment, (4) nor any provision in the Contract shall relieve the Contractor of responsibility for faulty materials, faulty workmanship, or omission of Work required by the Contract Documents, and the Contractor shall remedy any defects or supply any omissions resulting therefrom and pay for any damage to other Work resulting therefrom. The Owner shall give notice of observed defects or omissions with reasonable promptness. The Contractor shall within the time designated in orders of condemnation and without expense to the Owner, correct, remedy, replace, re-execute, supply omitted Work, or remove from the premises all Work condemned by the Engineer. The Contractor shall give prompt notice in writing to the Engineer, with copy to the Owner, upon completion of the supplying of any omitted Work or the correction of any Work condemned by the Engineer. In the absence of said notice, it shall be and is presumed under this Contract that there has been no correction of the condemned Work or supplying of omitted Work. If the Contractor does not remove, make good the deficiency, correct, or remedy faulty Work, or supply any omitted Work within the time designated in orders of condemnation without expense to the Owner, the Owner, after ten (10) days' notice in writing to the Contractor, may remove the Work, correct the Work, remedy the Work or supply omitted Work at the expense of the Contractor. In case of emergency involving health, safety of property, or safety of life the Owner may proceed at once. Correction of defective Work executed under the Contract Documents or supplying of omitted Work, whether or not covered by warranty of a Subcontractor or materialmen, remains the primary, direct responsibility of the Contractor. The foregoing obligation of the Contractor shall remain in effect until the same shall have been extinguished by operation of the statute of limitations.

As additional security for the fulfillment of such obligation, but in no way limiting the same, the Contractor warrants and guarantees (1) that all work executed under the Contract Documents shall be free from defects of materials or workmanship for a period of one year from the notice of final acceptance of the Work by the Owner, and (2) that for not less than one year from such final acceptance, or for such greater time as may have been designated in the Contract Documents, products of manufacturers shall be free from defects of materials and workmanship. Whenever written guaranties or warranties are called for, the Contractor shall furnish the aforesaid for such period of time as may be required. The aforesaid instruments shall be in such form as to permit direct enforcement by the Owner against any Subcontractor, materialmen, or manufacturer whose guaranty or warranty is called for, and the Contractor agrees that:

- (a) The Contractor is jointly and severally liable with such Subcontractors, materialmen, or manufacturers;
- (b) The said Subcontractors, materialmen, or manufacturers are agents of the Contractor for purposes of performance under this Article, and the Contractor, as principal, ratifies the warranties or guaranties of his aforesaid agents by the filing

of the aforesaid instruments with the Owner. The Contractor as principal is liable for the acts or omissions of his agents;

- (c) Service of notice on the Contractor that there has been breach of any warranty or guaranty will be sufficient to invoke the terms of the instrument; provided, however, that the Owner shall have furnished the Contractor with a copy of notice served on the Subcontractor, materialmen, or manufacturer; and,
- (d) The Contractor will bind his Subcontractor, materialmen, and manufacturers to the terms of this Article.

The calling for or the furnishing of written warranties shall in no way limit the contractual obligation of the Contractor as set forth hereinabove. The remedies stated in this Article are in addition to the remedies otherwise available to the Owner, do not exclude such other remedies, and are without prejudice to any other remedies.

Article 35. - Cash Allowances.—The Contractor shall include in the Contract Price all cash allowances named in the Contract Documents and shall cause the Work thus covered to be done by such contractors or firms and for such sums as the Engineer may direct, the Contract Price being adjusted in conformity therewith. The Contractor declares that the Contract Price includes such sums for overhead and profit on account of cash allowances as he deems proper. No demand for overhead and profit other than those included in the Contract Price shall be allowed. The Contractor shall not be required to employ for any such Work persons against whom he has a reasonable objection.

Article 36. – Contractor’s Warranty as to Performance.—The Contractor warrants that it is familiar with the codes applicable to the Work and that it has the skill, knowledge, competence, organization, and plan to execute the Work promptly and efficiently in compliance with the requirements of the Contract Documents. The Contractor having the obligation to keep a competent superintendent engaged on the Work during its progress, to employ only skilled mechanics, and to enforce strict discipline and good order among its employees, the Contractor, itself, is responsible for seeing that the Work is installed in accordance with the Contract Documents. Failure or omission on the part of the Owner, representatives of the Owner, agents of the Owner, resident engineer inspector, clerk-of-the-works, engineers employed by the Engineer, representatives of the Engineer, or the Engineer either to discover or to bring to the attention of the Contractor any deviation from, omission from, or noncompliance with the Contract Documents shall not be asserted by the Contractor as a defense for failure on the Contractor’s part to install the Work in accordance with the Contract Documents or for any other neglect to fulfill requirements of the Contract; nor shall the presence of any one, or all, or any of the foregoing at the site or the fact that any one, or all, or any of the foregoing may have examined the Work or any part of it be asserted as a defense by the Contractor against a claim for failure on its part to install the Work in accordance with the Contract Documents or for any neglect to fulfill requirements of the Contract. No requirement of this Contract may be altered or waived except in pursuance of a written order of the Owner and in strict accordance with the provisions in the Contract for changes in the Work.

Article 37. - Claims.—(a) *Extra Cost.*—If the Contractor maintains that any instructions by drawings or otherwise involve extra cost to the Owner under this Contract, the Contractor shall give the Owner and the Engineer written notice thereof within a reasonable time after the receipt of such instructions, and in any event before proceeding to execute any change except in emergency endangering life or property. The allowances to the Contractor shall then be as provided under Article 29 of the General Conditions. No claim for extra cost shall be valid unless so made.

(b) *Protest.*—All references to arbitration are deleted from the Contract Documents. Decisions of the Engineer shall be rendered in all cases as provided for under the General Conditions of the Contract, but no decision of the Engineer shall deprive the Owner or the Contractor of any form of redress which may be available under the laws of the State of Georgia to contracting parties. Any decision of the Engineer shall be final and binding on the Contractor in the absence of written notice of protest from the Contractor received by the Owner by registered mail within twelve (12) days of the date of the decision of the Engineer. The Owner shall have twelve (12) days from the date of receipt of a protest within which to investigate and make a reply. There is no provision under the Contract for execution of work “under protest”. A protest must contain (1) the date of the decision of the Engineer to which exception is taken, (2) a statement of the issue or issues, (3) a citation of the provision or provisions of the Contract Documents which govern the issue or issues, (4) a summary of the logical principle or principles on which the protest is based, and (5) a summary of the legal grounds for taking exception. Filing a written notice of protest shall not be grounds for an extension of the Contract Time.

(c) *Shall be Based on the Legal Assertions of the Contractor.*—The Contractor shall assert claims solely on the basis of (a) principles of logic and (b) principles of law to which the Contractor, itself, has prescribed. The Contractor shall not protest a decision or request a conference on the ground merely that a Subcontractor, materialmen, or supplier has protested to the Contractor. Accordingly, the Contractor shall neither file a claim or make a request for a conference with the Owner regarding a claim except as it shall be for the purpose of asserting in the exercise of the Contractor’s best judgment such views, requests, and legal propositions as he deems the Contractor is entitled to maintain independently of any right of any Subcontractor, materialmen, or supplier against the Contractor.

(d) *Conference with the Owner.*—

(1) *Effect of.*—The Owner has no legal obligation to confer orally with the Contractor about the terms of the Contract or its performance and may insist that all transactions and all intercourse shall be in writing. Agreement of the Owner to confer with a Contractor shall not be construed as an offer of the Owner to reconsider or alter the Owner’s policies, practices, procedures, or prior position, and no such agreement shall constitute a waiver of any right or defense of the Owner. Such a conference is without prejudice to any rights or defense of the Owner. After the conference there will be nothing to confirm since the Owner does not engage itself to do or not to do a thing by agreeing to confer with the

Contractor. It is expressly agreed that no conference between the Contractor and the Owner shall cure any failure of the Contractor to give any notice nor shall it cure any breach of any time limit or revive any right in the Contract.

(2) *Conditions precedent to.*—A proposal from the Contractor for a conference in respect to (a) a dispute, (b) a controversy, or (c) an interpretation or construction of any provision of the Contract Documents shall contain (a) a statement of the issue or issues, (b) a citation of the provisions of the Contract Documents which govern the issue or issues, (c) a precise summary of the logical principle or principles on which the issue or issues are based, and (d) a summary of the legal grounds which the Contractor takes with respect to the issue or issues.

(3) *Basis for and Terms of.*—All conferences between the Owner and the Contractor shall be pursuant to, under the terms of, and in accordance with this Article of the General Conditions.

Article 38. - Use of Premises.—The Contractor shall confine its equipment, apparatus, the staging and storage of materials, the operations of its forces, and the Work to limits indicated by law, ordinances, permits, or the Contract Documents and shall not unreasonably encumber the premises with materials. The Contractor shall not load or permit any part of the Work to be loaded with weight that will endanger its safety. The Contractor shall enforce the Engineer’s instructions regarding signs, advertisements, fires, and smoking.

Article 39. - Specification Arrangement.—The Specifications are separated into numbered and titled divisions for convenience of reference. Neither the Owner nor the Engineer assumes any responsibility for defining the limits of any subcontracts on account of the arrangement of the Specifications. Notwithstanding the appearance of such language in the various divisions of the Specifications as, “The Mechanical Contractor”, “The Electrical Contractor”, “The Roofing Contractor”, etc., the Contractor is responsible to the Owner for the entire Contract and the execution of all of the Work referred to in the Contract Documents.

Article 40. - Valuable Material, Geological Specimens.—If during the execution of the Work the Contractor, any Subcontractor, or any servant, employee, or agent of either should uncover any valuable material or materials such as, but not limited to, treasure, geological specimen or specimens, archival material or materials, or ore, the Contractor acknowledges that title to the foregoing is vested in the Owner. The Contractor shall notify the Owner upon discovery of any of the foregoing, shall guard it, and shall deliver it promptly to the Owner. The Contractor agrees that the Geologic and Water Resources Division of the Georgia Department of Natural Resources may inspect the Work at reasonable times consistent with the convenience of the Contractor.

Article 41. - Definitions.—(a) *Applicable Law.*—This Contract shall be governed by the law of Georgia.

(b) *Article Not Plenary.*—This Article is not entire, plenary, or exhaustive of all terms used in

the General Conditions which require definition. There are definitions of other terms under Articles to which the terms are related.

(c) *Balanced Bid*.—Balanced Bid shall mean a Bid in which each of the unit prices and total amount bid for each of the listed items reasonably reflects the value of that item with regard to the entire Project considering the prevailing cost of labor, material and equipment in the relevant market. A Bid is unbalanced when, in the opinion of the Owner, any unit prices or total amounts Bid on any of the listed items do not reasonably reflect such actual values.

(d) *Change Order Form*.—The Change Order Form is the instrument by which adjustments in the Contract Price and Contract Time are effected pursuant to changes made in accordance with Case (a), Case (b) or Case (c) of Article 29 of the General Conditions or in accordance with Subparagraph (i) of Article 29 of the General Conditions. The Change Order Form shall be accompanied by a breakdown in the form prescribed in a specimen, which the Owner will supply to the Contractor. The Engineer shall certify to the amount of the adjustment. The Change Order Form shall be signed by the Contractor and the Owner. The breakdown is only for the purpose of enabling the Engineer and the Owner to make a judgment on the dollar amount of the adjustment in the Contract Price. No condition, term, qualification, limitation, exception, exemption, modification, or proviso shall appear in the breakdown. The breakdown shall be in the exact form and language of the above-mentioned specimen. In the event any condition, term, qualification, limitation, exception, exemption, modification, or proviso shall appear in a breakdown, it shall be invalid.

(e) *Contract; Contract Documents*.—The terms Contract and Contract Documents include the Invitation to Bid, Instructions to Bidders, Contractor's Bid (including all documentation accompanying the Bid and any post-Bid documentation required by the Owner prior to the Notice of Award), the Contract Agreement, Bonds, all Special Conditions, General Conditions, Supplementary Conditions, Specifications (Divisions 01 through 46, inclusive), Drawings, and Addenda, together with written amendments, Change Orders, field orders and the Engineer's written interpretations and clarifications issued in accordance with the General Conditions on or after the date of the Contract Agreement. Shop drawing submittals reviewed in accordance with the General Conditions, geotechnical investigations and soils reports, and drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site are not Contract Documents.

(f) *Contract Time*.—Contract Time shall mean the number of consecutive calendar days as provided in the Contract Agreement for substantial completion of the Project, to be computed from and including the date of the Notice to Proceed. All time limits stated in the Contract Documents or shown on the construction progress schedule are of the essence of the Contract.

(g) *Contractor*.—The Contractor shall mean the party identified in the Contract Agreement and its authorized and legal representatives.

(h) *Cross-reference and Citations of Articles and Paragraphs of the General Conditions*.—

Cross-references and citations of Articles and paragraphs of the General Conditions are for the convenience of the Contractor, Engineer and the Owner, and are not intended to be plenary or exhaustive nor are they to be considered in interpreting the Contract Documents or any part of the Contract Documents.

(i) *Engineer.*—The Engineer shall mean Barge Design Solutions.

(j) *Furnished by Owner.*—Furnished by Owner shall mean that the Owner shall pre-purchase specific products and have them delivered to a place mutually agreed upon by the supplier, the Owner and the Contractor, at no cost to the Contractor. In connection with an item furnished by the Owner, “Install” shall mean to take delivery of the item, off-load and transport to the job site, store as necessary and install according to the Drawings and Specifications.

(k) *Install, Deliver, Furnish, Supply, Provide.*—Such words mean the work in question shall be put in place by the Contractor ready for occupancy and use, unless expressly provided to the contrary.

(l) *Liquidated Damages.*—Liquidated Damages shall mean the sum stated in the Contract Agreement which the Contractor agrees to pay for each consecutive calendar day beyond the Contract Time required to achieve substantial completion of the Project. Liquidated Damages will end upon written notification from the Owner that the Project is ready for initiation of the Operating Test Period for the total Project.

(m) *Meaning of words and phrases.*—Unless the context or the Contract Documents taken as a whole indicate to the contrary, words used in the Contract Documents that have usual and common meanings shall be given their usual and common meanings and words having technical or trade meanings shall be given their customary meaning in the subject business, trade or profession.

(n) *Notices.*—Unless otherwise provided in the Contract Documents, written notice shall be deemed to have been duly served if 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 if delivered or sent by certified mail to the last business address known to the party that gives notice.

(o) *Notice to Proceed.*—The Notice to Proceed is a written notice from the Owner pursuant to which the Contractor shall commence physical work on the Project site. A Notice to Proceed is a condition precedent to the execution of any Work on the site by the Contractor.

(p) *Order of Condemnation.*—An Order of Condemnation shall be in writing, shall be dated, shall be signed by the Engineer, shall be addressed to the Contractor with a copy to the Owner, and shall contain three elements as follows:

FIRST ELEMENT: Description of Work

(1) which has been omitted or

- (2) which is unexecuted as of the date of the Order of Condemnation, the time for its incorporation into the Work under the construction progress schedule having expired, or
- (3) which has not been executed in accordance with the methods and materials designated in the Contract Documents.

SECOND ELEMENT: Citation of the provision or provisions of the Contract Documents which has or have been violated.

THIRD ELEMENT: Fixing of a reasonable time within which the Contractor shall have made good or remedied the deficiency which said time shall not be deemed to be an extension of Contract Time or deemed to be authorization for amendment to the construction progress schedule.

An Order of Condemnation may be issued for failure of the Contractor to supply enough workers or enough materials or proper materials, the Order of Condemnation in such event being based on Article 28 of the General Conditions and upon the definition of Work as set forth under Article 41(u).

(q) *Owner*.—The Owner shall mean THE MACON WATER AUTHORITY or its authorized and legal representatives.

(r) *Products*.—Products shall mean materials or equipment permanently incorporated into the Work.

(s) *Specifications*.—The term “Specifications” shall include all written matter in the bound volume (Divisions 01 through 46, inclusive) or on the drawings and any addenda or modifications thereto.

(t) *Subcontractor*.—The term Subcontractor as employed herein includes only those having a direct contract with the Contractor. It includes one who furnishes labor and materials which are incorporated into the Work but does not include one who merely furnished materials incorporated into the Work by the labor of others.

(u) *Work; Project*.—The terms Work and Project shall mean the entire completed construction required to be furnished under the Contract Documents.

END OF SECTION

SUPPLEMENTARY CONDITIONS**GENERAL** (Example, if any conditions exist)

The provisions in these Supplementary Conditions shall govern in the event of any conflict between the General Conditions and the provisions herein.

Policy “A”. – Compaction Tests and Shop Drawing Submittals

Please contact Mr. Joel Herndon, the Macon Water Authority’s (the “Owner’s) Chief Inspector, at 478.464.5639 before commencing the construction activity. Compaction tests, where required, shall be performed in accordance with Macon Water Authority’s policy. The **Contractor** and the soil testing laboratory shall contact Mr. Herndon before the testing. The location at which the tests are performed will be decided by our inspection crew. The test report shall be submitted to the Engineering Division before the Owner can accept the Project for operation and maintenance. The **Contractor** shall submit five (5) copies of the shop drawings (ductile iron pipe, gate valve, valve box, ductile iron fittings, fire hydrant, manholes, manhole frames and covers, gravity sewer pipe, support structures, appurtenances, etc.) before installation. The **Contractor** will not be permitted to install materials and appurtenances until all the shop drawings are approved. The **Contractor** shall submit two copies of as-built drawings after the completion of construction but before the Project is accepted for operation and maintenance. The as-built drawings shall include the following for water/sewer portion of the Project: location of water main, valves, fire hydrants, fittings, water services to each lot, location of sewer mains, manholes (including rim and invert elevations), distance and angle between manholes, distance and length of each lateral from manholes, location of water main, gate valves, fire hydrants and fittings, width of easements and any other pertinent information.

Policy “B”. – Televising: NOT USED

Policy “C”. – As-Builts: Produce and submit “AS-BUILT” survey of the generator, electrical lines to and from transfer switch, and any other underground utilities that were encountered during the installation. As-Builts shall be prepared by a licensed Professional Engineer or Georgia Registered Land Surveyor, as appropriate for the project, and shall be submitted before the project is accepted by the Owner for operation and maintenance and before any project plat is signed.

The As-Built drawings shall be submitted in either the (.dxf) or the (.dwg) version DWG 2010 or later on a USB Flash Drive, along with two (2) sets of plans in the same format as shown on the drive. The As-Built drawings shall be submitted on a (24” x 36”) sheet. The vertical and horizontal accuracy of the as-builts shall be within 0.1-foot accuracy.

All relative information such as right-of-way, property corners, state plane monuments, etc. shall be located and tied to Georgia State Plane Coordinates.

Policy “D” – Payment Estimate Form – The **Contractor** shall generate an EXCEL spreadsheet

listing all items in the Proposal and columns for quantities this period, total this period, total quantities to date, and total amount to date for a detail backup for the attached pay estimate summary sheet.

MWA PAY ESTIMATE FORM – FOLLOWS ON SEPARATE PAGE

- **Project Milestone & Scheduling-** It is the desire of the Owner to complete this Project within the Contract Time allocated in the Contract Documents.

END OF SECTION



PAY ESTIMATE

Summary Sheet

Macon Water Authority

790 Second Street P.O. Box 108
Macon GA 31202
Phone: (478) 464-5600
Fax: (478) 738-3864

Project Name: _____

MWA's Project Number: _____

Pay Estimate Number: _____ Partial: _____

Final: _____

Pay Period: _____

Original Contract Amount: \$ _____

Total Change Orders to Date: _____

Current Contract Amount: \$ _____

Original contract Work Performed to Date: _____

Change Order Work Performed to Date: _____

Materials Stored on Job Site: _____

Subtotal: _____

Less (5 %) Previous Retainage: _____

Subtotal: _____

Less Previous Payments: _____

Current Invoice Amount: _____

Less (5 %) Current Retainage: _____

Balance Due This Payment: _____

According to the best of my knowledge and belief, all items and amounts shown on the face of this Pay Estimate are correct; that all Work has been performed or materials supplied, or both, in full accordance with the requirements of the Contract Documents, or duly authorized deviations or additions thereto; that the foregoing is a true and correct statement of the Contract Price account up to and including the last day of the period covered by this Pay Estimate; that none of the "Balance Due This Payment" has been received, and that the undersigned and its Subcontractors have complied with all the labor provisions of the Contract Documents.

The Contractor further certifies that on those items of Work not disputed that all payables, materials, bills, and other indebtedness connected with the Work have been paid (less retention equal to that being retained by the Owner) for Work covered by previous payments. Quantities on request for partial payment are estimated only. Final quantities are by a final survey and "as built" drawings by Contractor.

(Contractor's Company Name-PRINT)

By: _____
(Signature of Contractor's Authorized Representative)

Date: _____

Title: _____

By: _____
MWA-Inspector

By: _____
Project Engineer

By: _____
MWA-Project Manager

Date: _____

Date: _____

Date: _____

Structural Repairs for Amerson WTP



Digitally signed by
Zinah R Rosenberg
Date: 2026.02.27
09:59:54-05'00'

Macon, Georgia

Part 1 General

1.1 Section Includes

- A. Work by Contractor.
- B. Contractor Use of Site and Premises
- C. Owner Occupancy
- D. Quantities

1.2 Work by Contractor

- A. The work to be performed under this Contract shall consist of furnishing all labor, materials, tools, equipment and incidentals and performing all work required to construct complete in place and ready to operate the improvements shown in the Contract Documents. These improvements include, but are not limited to, the following:
 - 1. The Project consists of exterior and interior building repairs to address water infiltration, concrete deterioration, and structural settlement at the facility. Work includes removal of debris and vegetation at slab joints; replacement of backer rod and sealant; and cleaning of water-stain buildup on exterior veneer surfaces. Structural work includes epoxy and polyurethane crack injection, concrete patching, spall repair, and pressure grouting, as well as helical anchor underpinning to stabilize existing slabs and foundations. Additional improvements include application of epoxy coatings, installation of a new dehumidifier unit with a concrete equipment pad, new ductwork within the pipe gallery, and replacement of the existing steel grate at the sump pump with a reinforced aluminum plate. All work described above shall be performed as shown on the Drawings and as specified.
- B. Project Location
 - 1. The equipment and materials to be furnished will be installed at the locations shown on the Drawings. The work will be located at the filter building at the Amerson WTP facility located at 703 River Bend Road, Macon, Georgia 31211.

1.3 Partial Owner Occupancy

- A. The Owner will occupy existing facilities to which these improvements are being made and will continue operation during the period of construction.
- B. There shall not be any interruption in service. The Contractor is responsible for fines assessed due to his activities.
- C. Whenever, in the opinion of the Engineer, any section or portion of the work or any structure is in suitable condition, it may be put into use upon the written order of the Engineer and such usage will not be held in any way as an acceptance of said work or structure, or any part thereof, or as a waiver of any of the provisions of these Specifications and the Contract. Pending final completion and acceptance of the Work, all necessary repairs and replacements, due to defective materials or workmanship or operations of the Contractor, for any section of the work so put into use shall be performed by the Contractor at Contractor's own expense.

1.4 Quantities

- A. The Owner reserves the right to alter the quantities of work to be performed or to extend or shorten the improvements at any time when and as found necessary, and the Contractor shall perform the work as altered, increased or decreased. Payment for such increased or decreased quantity will be made in accordance with the Instructions to Bidders. No allowance will be made for any change in anticipated profits nor shall such changes be considered as waiving or invalidating any conditions or provisions of the Contract and Bond.

Part 2 Products

(NOT USED)

Part 3 Execution

(NOT USED)

END OF SECTION

Part 1 General

1.1 Scope

- A. The Bid lists each item of the Project for which payment will be made. No payment will be made for any items other than those listed in the Bid.
- B. Required items of work and incidentals necessary for the satisfactory completion of the work which are not specifically listed in the Bid, and which are not specified in this section to be measured or to be included in one of the items listed in the Bid, shall be considered as incidental to the work. All costs thereof, including Contractor's overhead costs and profit, shall be considered as included in the lump sum or unit prices bid for the various Bid items. The Contractor shall prepare the Bid accordingly.
- C. Work includes furnishing all plant, labor, equipment, tools and materials, which are not furnished by the Owner and performing all operations required to complete the work satisfactorily, in place, as specified and as indicated on the Drawings.

1.2 Descriptions

- A. Measurement of an item of work will be by the unit indicated in the Bid.
- B. Final payment quantities shall be determined from the record drawings. The record drawing lengths, dimensions, quantities, etc. shall be determined by a survey after the completion of all required work. Said survey shall conform to Section 01 78 39 of these Specifications. The precision of final payment quantities shall match the precision shown for that item in the Bid.
- C. Payment will include all necessary and incidental related work not specified to be included in any other item of work listed in the Bid.
- D. Unless otherwise stated in individual sections of the Specifications or in the Bid, no separate payment will be made for any item of work, materials, parts, equipment, supplies or related items required to perform and complete the work. The costs for all such items required shall be included in the price bid for item of which it is a part.
- E. Payment will be made by extending unit prices multiplied by quantities provided and then summing the extended prices to reflect actual work. Such price and payment shall constitute full compensation to the Contractor for furnishing all plant, labor, equipment, tools and materials not furnished by the Owner and for performing all operations required to provide to the Owner the entire Project, complete in place, as specified and as indicated on the Drawings.

1.3 Architectural Repairs

- A. Exterior Walls: All costs for repairing exterior walls, including cleaning the walls, new backer rod and sealant, and miscellaneous joint cleaning and preparation, shall be included in the Exterior Walls unit price bid item.
- B. Pipe Gallery: All costs for the pipe gallery work, including removing efflorescence and stalactites from the walls and ceilings, shall be included in the Pipe Gallery unit price bid item.

1.4 Mechanical Repairs

- A. Hard Pipe Water Drains: All costs for 3" pipe header and fittings, 1" branch lines and fittings, modifications to the hard pipe water drains and accessories, and replacing sump pump pits grating shall be included in the Hard Pipe Water Drains unit price bid item.
- B. Dehumidifier: All costs for the 1500 CM dehumidifier, concrete pad, miscellaneous accessories and piping, 680 exhaust fan, ductwork, motion sensors, and miscellaneous metals and supports shall be included in the Dehumidifier unit price bid item.
- C. HVAC Demolition: All cost for HVAC demolition, included ductwork demolition, gas line demolition, dehumidifier demolition, and miscellaneous clean-up and patching shall be included in the HVAC Demolition unit price bid item.
- D. Electrical: All costs for electrical items associated with mechanical repairs shall be included in the Electrical unit price bid item.

1.5 Structural Repairs

- A. Pipe Gallery Walls
 - 1. Seal Pipe Penetrations - Polyurethane Injection: All costs for polyurethane injection for sealing pipe penetrations shall be included in the Pipe Gallery Walls - Seal Pipe Penetrations - Polyurethane Injection unit price bid item.
 - 2. Seal Wall Cracks - Polyurethane Injection: All costs for polyurethane injection for sealing wall cracks shall be included in the Pipe Gallery Walls - Seal Wall Cracks - Polyurethane Injection unit price bid item.
 - 3. Spalling Patching: All costs for patching spalling areas on the pipe gallery walls shall be included in the Pipe Gallery Walls - Spalling Patching unit price bid item.
 - 4. Clean-out Pipe - Debris Removal & Crack Repair: All costs for removing debris and repairing cracks shall be included in the Pipe Gallery Walls - Clean-out Pipe -

Debris Removal & Crack Repair unit price bid item.

B. Pipe Gallery Elevated Slab

1. Seal Ceiling Cracks - Polyurethane Injection: All costs for polyurethane injection for sealing ceiling cracks shall be included in the Pipe Gallery Elevated Slab - Seal Ceiling Cracks - Polyurethane Injection unit price bid item.
2. Corroded Rebar Repair: All costs for repairing corroded rebar shall be included in the Pipe Gallery Elevated Slab - Corroded Rebar Repair unit price bid item.
3. V-Route Slab Cracks: All costs for repairing cracks by V-route shall be included in the Pipe Gallery Elevated Slab - V-Route Slab Cracks unit price bid item.

C. Helical Anchors: All costs for helical anchors shall be included in the Helical Anchors unit price bid item.

1. Pressure Grouting: All costs associated with pressure grouting for the installation of the helical anchors shall be included in the Helical Anchors - Pressure Grouting unit price bid item.
2. Miscellaneous Site Prep & Restoration: All costs associated with site preparation and restoration related to the installation of the helical anchors shall be included in the Helical Anchors - Miscellaneous Site Prep & Restoration unit price bid item.

D. Seal Ramp Concrete Walls

1. Rigid Epoxy Injection: All costs associated with rigid epoxy injection related to sealing ramp concrete walls shall be included in the Seal Ramp Concrete Walls - Rigid Epoxy Injection unit price bid item.
2. Spalling Patching: All costs for patching spalling areas on the pipe gallery walls shall be included in the Seal Ramp Concrete Walls - Spalling Patching unit price bid item.

E. Filter Pit Concrete Repair

1. Polyurethane Injection: All costs for patching spalling areas in the filter pit shall be included in the Filter Pit Concrete Repair - Polyurethane Injection unit price bid item under.

Part 2 Products

(NOT USED)

Measurement and Payment

Part 3 Execution

(NOT USED)

END OF SECTION

Part 1 General

1.1 Scope

This section outlines the restrictions and requirements for substitutions, product and manufacturer options, and construction method options.

1.2 Definitions

- A. For the purposes of these Contract Documents, a “substitute item” shall be defined as one of the following:
 - 1. A product or manufacturer offered as a replacement to a specified product or manufacturer.
 - 2. A product or manufacturer offered in addition to a specified product or manufacturer.
- B. For the purposes of these Contract Documents, a “substitute construction method” shall be defined as one of the following:
 - 1. A mean, method, technique, sequence or procedure of construction offered as a replacement for a specified mean, method, technique, sequence or procedure of construction.
 - 2. A mean, method, technique, sequence or procedure of construction offered in addition to a specified mean, method, technique, sequence or procedure of construction.

1.3 General

- A. An item or construction method, which is offered where no specific product, manufacturer, mean, method, technique, sequence or procedure of construction is specified or shown on the Drawings, shall not be considered a substitute and shall be at the option of the Contractor, subject to the provisions in the Contract Documents for that item or construction method.
- B. For products specified only by a referenced standard, the Contractor may select any product by any manufacturer, which meets the requirements of the Specifications, unless indicated otherwise in the Contract Documents.
- C. If the manufacturer is named on the Drawings or in the Specifications as an acceptable manufacturer, products of that manufacturer meeting all requirements of the Specifications and Drawings are acceptable.
- D. Whenever the Engineer's design is based on a specific product of a particular manufacturer, that manufacturer will be shown on the Drawings and/or listed first in the list of approved manufacturers in the Specifications. Any Bidder intending to furnish products of other than the first listed manufacturer, or furnish substitute items, shall:

Substitution Procedures

1. Verify that the item being furnished will fit in the space allowed, perform the same functions and have the same capabilities as the item specified,
2. Include in its Bid the cost of all accessory items which may be required by the other listed substitute product,
3. Include the cost of any architectural, structural, mechanical, piping, electrical or other modifications required, and
4. Include the cost of required additional work by the Engineer, if any, to accommodate the item.

1.4 Approvals

Approval, of a substitution as an acceptable manufacturer, of the Engineer is dependent on determination that the product offered is essentially equal in function, performance, quality of manufacture, ease of maintenance, reliability, service life and other criteria to that on which the design is based; and will require no major modifications to structures, electrical systems, control systems or piping systems.

1.5 Substitutions and Options

A. After Notice to Proceed

1. Substitute items will be considered only if the term "equal to" precedes the names of acceptable manufacturers in the Specification.
2. Where items are specified by referenced standard or specified as indicated in Article 1.3, Paragraph B above, such items shall be submitted to the Engineer for review.
3. The Contractor shall submit shop drawings on the substitute item for the Engineer's review in accordance with Section 01 33 00.

B. Prior to Opening of Bids

1. No consideration or approvals will be made for products specified by a referenced standard, or specified as indicated in Article 1.3, Paragraph B, above. Such consideration may occur only after the Notice to Proceed.
2. No consideration or approvals will be made for products being offered where the term "equal to" precedes the name of an approved product. Such substitution consideration may occur only after the Notice to Proceed.

Part 2 Products

(NOT USED)

Part 3 Execution

(NOT USED)

END OF SECTION

Part 1 General

1.1 Scope

- A. Work under this Section includes all scheduling and administering of pre-construction and progress meetings as herein specified and necessary for the proper and complete performance of this work.
- B. Scheduling and Administration by Engineer:
 - 1. Prepare agenda.
 - 2. Make physical arrangements for the meetings.
 - 3. Preside at meetings.
 - 4. Record minutes and include significant proceedings and decisions.
 - 5. Distribute copies of the minutes to participants.

1.2 Preconstruction Conference

- A. The Engineer shall schedule the preconstruction conference prior to the issuance of the Notice to Proceed.
- B. Representatives of the following parties are to be in attendance at the meeting:
 - 1. Owner.
 - 2. Engineer.
 - 3. Contractor and superintendent.
 - 4. Major subcontractors.
 - 5. Representatives of governmental or regulatory agencies when appropriate.
- C. The agenda for the preconstruction conference shall consist of the following as a minimum:
 - 1. Distribute and discuss a list of major subcontractors and a tentative construction schedule.
 - 2. Critical work sequencing.
 - 3. Designation of responsible personnel and emergency telephone numbers.
 - 4. Processing of field decisions and change orders.

Project Meetings

5. Adequacy of distribution of Contract Documents.
6. Schedule and submittal of shop drawings, product data and samples.
7. Pay request format, submittal cutoff date, pay date and retainage.
8. Procedures for maintaining record documents.
9. Use of premises, including office and storage areas and Owner's requirements.
10. Major equipment deliveries and priorities.
11. Safety and first aid procedures.
12. Security procedures.
13. Housekeeping procedures.
14. Work hours.

1.3 Project Coordination Meetings

- A. Attend regular monthly meetings as directed by the Engineer.
- B. Hold called meetings as the progress of the work dictates.
- C. The meetings shall be held at the location indicated by the Engineer.
- D. Representatives of the following parties are to be in attendance at the meetings:
 1. Engineer.
 2. Contractor and superintendent.
 3. Major subcontractors as pertinent to the agenda.
 4. Owner's representative as appropriate.
 5. Representatives of governmental or other regulatory agencies as appropriate.
- E. The minimum agenda for progress meetings shall consist of the following:
 1. Review and approve minutes of previous meetings.
 2. Review work progress since last meeting.
 3. Note field observations, problems and decisions.

4. Identify problems which impede planned progress.
5. Review off-site fabrication problems.
6. Review Contractor's corrective measures and procedures to regain plan schedule.
7. Review Contractor's revision to the construction schedule as outlined in the Supplementary Conditions.
8. Review submittal schedule; expedite as required to maintain schedule.
9. Maintenance of quality and work standards.
10. Review changes proposed by Owner for their effect on the construction schedule and completion date.
11. Complete other current business.

Part 2 Products

(NOT USED)

Part 3 Execution

(NOT USED)

END OF SECTION

Part 1 General

1.1 Scope

- A. Preparing, furnishing, distributing, and periodic updating of the construction schedules as specified herein.
- B. The purpose of the schedule is to demonstrate that the Contractor can complete the overall Project within the Contract Time and meet all required interim milestones.

1.2 Submittals

- A. Overall Project Schedule (OPS)
 - 1. Submit the schedule within 10 days after date of the Notice to Proceed.
 - 2. The Engineer will review the schedule and return it within 10 days after receipt.
 - 3. If required, resubmit within 10 days after receipt of a returned copy.
- B. Near Term Schedule (NTS)
 - 1. Submit the first Near Term Schedule within 10 days of the Notice to Proceed.
 - 2. The Engineer will review the schedule and return it within 10 days after receipt.
- C. Submit an update of the OPS and NTS with each progress payment request.
- D. Submit the number of copies required by the Contractor, plus four copies to be retained by the Engineer.

1.3 Approval

- A. Approval of the Contractor's detailed construction program and revisions thereto shall in no way relieve the Contractor of any of Contractor's duties and obligations under the Contract. Approval is limited to the format of the schedule and does not in any way indicate approval of, or concurrence with, the Contractor's means, methods and ability to carry out the work.

1.4 Overall Project Schedule (OPS)

- A. The Contractor shall submit to the Owner for approval a detailed Overall Project Schedule of the Contractor's proposed operations for the duration of the Project. The OPS shall be in the form of a Gantt/bar chart.

B. Gantt/Bar Chart Schedule

1. Each activity with a duration of five or more days shall be identified by a separate bar. Activities with a duration of more than 20 days shall be subdivided into separate activities.
2. The schedule shall include activities for shop drawing preparation and review, fabrication, delivery, and installation of major or critical path materials and equipment items.
3. The schedule shall show the proposed start and completion date for each activity. A separate listing of activity start and stop dates and working day requirements shall be provided unless the information is shown in text form on the Gantt/bar chart.
4. The schedule shall identify the Notice to Proceed date, the Contract Completion date, major milestone dates, and a critical path.
5. The schedule shall be printed on a maximum 11 x 17-inch size paper. If the OPS needs to be shown on multiple sheets, a simplified, one page, summary bar chart showing the entire Project shall be provided.
6. The schedule shall have a horizontal time scale based on calendar days and shall identify the Monday of each week.
7. The schedule shall show the precedence relationship for each activity.

1.5 Near Term Schedule (NTS)

- A. The Contractor shall develop and refine a detailed Near Term Schedule showing the day to day activities with committed completion dates which must be performed during the upcoming 30-day period. The detailed schedule shall represent the Contractor's best approach to the Work which must be accomplished to maintain progress consistent with the Overall Project Schedule.
- B. The Near Term Schedule shall be in the form of Gantt/bar chart and shall include a written narrative description of all activities to be performed and describe corrective action to be taken for items that are behind schedule.

1.6 Updating

- A. Show all changes occurring since previous submission of the updated schedule.
- B. Indicate progress of each activity and show actual completion dates.
- C. The Contractor shall be prepared to provide a narrative report at the Progress Meetings. The report shall include the following:
 1. A description of the overall Project status and comparison to the OPS.

2. Identify activities which are behind schedule and describe corrective action to be taken.
3. A description of changes or revisions to the Project and their effect on the OPS.
4. A description of the Near Term Schedule of the activities to be completed during the next 30 days. The report shall include a description of all activities requiring participation by the Engineer and/or Owner.

Part 2 Products

(NOT USED)

Part 3 Execution

(NOT USED)

END OF SECTION

Part 1 General

1.1 Scope

- A. The Contractor shall furnish all equipment and labor materials required to provide the Owner with digital construction videos and photographs of the Project.
- B. Photo and video files shall become the property of the Owner and none of the videos or photographs shall be published without express permission of the Owner.

1.2 Pre and Post Construction Videos and Photographs

- A. Prior to the beginning of any work, the Contractor shall take videos and photographs of the work area to record existing conditions.
- B. Following completion of the work, another set of videos and photographs shall be made showing the same areas and features as in the pre-construction videos and photographs.
- C. All conditions which might later be subject to disagreement shall be shown in sufficient detail to provide a basis for decisions.

1.3 File Format, Media and Submittals

- A. Photographs shall be in "jpg" format.
- B. Videos shall be in a format viewable by Microsoft Windows Media Player or Apple QuickTime Player. Audio narration is desirable.
- C. Files shall be named such that what is being viewed is self evident.
- D. Files shall be submitted on a flash drive, compact disk (CD) or a digital video disk (DVD). If submitted on DVD, disk shall be recorded in "Minus R" format.
- E. The pre-construction videos and photographs shall be submitted to the Engineer within 25 calendar days after the date of receipt by the Contractor of Notice to Proceed. Post-construction videos and photographs shall be provided prior to final acceptance of the Project.

Part 2 Products

(NOT USED)

Part 3 Execution

(NOT USED)

END OF SECTION

Part 1 General

1.1 Scope

- A. The work under this Section includes submittal to the Engineer of shop drawings, product data and samples required by the various Sections of these Specifications.
- B. Submittal Contents: The submittal contents required are specified in each Section.
- C. Definitions: Submittals are categorized as follows:
 - 1. Shop Drawings
 - a. Shop drawings shall include technical data, drawings, diagrams, procedure and methodology, performance curves, schedules, templates, patterns, test reports, calculations, instructions, measurements and similar information as applicable to the specific item for which the shop drawing is prepared.
 - b. Provide newly-prepared information with graphic information at accurate scale (except as otherwise indicated) with name or preparer (firm name) indicated. The Contract Drawings shall not be reproduced by any method for use as or in lieu of detail shop drawings. Show dimensions and note dimensions that are based on field measurement. Identify materials and products in the work shown. Indicate compliance with standards and special coordination requirements. Do not allow shop drawings to be used in connection with the Work without appropriate final "Action" markings by the Engineer.
 - c. Drawings shall be presented in a clear and thorough manner. Details shall be identified by reference to sheet and detail, Specification Section, schedule or room numbers shown on the Contract Drawings.
 - d. Minimum assembly drawings sheet size shall be 11 x 17-inches.
 - e. Minimum detail sheet size shall be 8-1/2 x 11-inches.
 - f. Minimum Scale:
 - i. Assembly Drawings Sheet, Scale: 1-inch = 30 feet.
 - ii. Detail Sheet, Scale: 1/4-inch = 1 foot.
 - 2. Product Data
 - a. Product data includes standard published information on materials, products and systems, not specially prepared for this Project, other than the designation of selections from among available choices printed therein.

- b. Collect required data into one submittal for each unit of work or system, and mark each copy to show which choices and options are applicable to the Project. Include manufacturer's standard published recommendations for application and use, compliance with standards, application of labels and seals, notation of field measurements which have been checked and special coordination requirements.
 3. Samples
 - a. Samples include both fabricated and un-fabricated physical examples of materials, products and units of 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.
 - b. Provide units identical with final condition of proposed materials or products for the work. Include "range" samples, not less than three units, where unavoidable variations must be expected, and describe or identify variations between units of each set. Provide full set of optional samples where the Engineer's selection is required. Prepare samples to match the Engineer's sample where indicated. Include information with each sample to show generic description, source or product name and manufacturer, limitations and compliance with standards. Samples are submitted for review and confirmation of color, pattern, texture and "kind" by the Engineer. Engineer will note "test" samples, except as otherwise indicated, for other requirements, which are the exclusive responsibility of the Contractor.
 4. Miscellaneous submittals related directly to the work (non-administrative) include warranties, maintenance agreements, workmanship bonds, project photographs, survey data and reports, physical work records, statements of applicability, quality testing and certifying reports, copies of industry standards, record drawings, field measurement data, operating and maintenance materials, overrun stock, security/protection/safety keys and similar information, devices and materials applicable to the work but not processed as shop drawings, product data or samples.

1.2 Specific Category Requirements

- A. General: Except as otherwise indicated in the individual work sections, comply with general requirements specified herein for each indicated category of submittal. Submittals shall contain:
 1. The date of submittal and the dates of any previous submittals.
 2. The Project title.
 3. Unless indicated otherwise by the Engineer's submittal management software, provide numerical submittal numbers, starting with 1.0, 2.0, etc. Revisions to be numbered 1.1, 1.2, etc.

4. The Names of:
 - a. Contractor
 - b. Supplier
 - c. Manufacturer
5. Identification of the product, with the Specification Section number, permanent equipment tag numbers and applicable Drawing No.
6. Field dimensions, clearly identified as such.
7. Relation to adjacent or critical features of the work or materials.
8. Applicable standards, such as ASTM .
9. Notification to the Engineer in writing, at time of submissions, of any deviations on the submittals from requirements of the Contract Documents.
10. Identification of revisions on resubmittals.
12. Contractor's stamp, initialed or signed or affirmatively indicated on submittal, certifying to review of submittal, verification of products, field measurements and field construction criteria and coordination of the information within the submittal with requirements of the work and of Contract Documents.
13. Submittals showing more than the particular item under consideration shall have all but the pertinent description of the item for which review is requested crossed out.

1.3 Routing of Submittals

- A. Submittals and routine correspondence shall be routed as follows:
 1. Supplier to Contractor (through representative if applicable)
 2. Contractor to Engineer
 3. Engineer to Contractor and Owner
 4. Contractor to Supplier

Part 2 Products

2.1 Shop Drawings

- A. Unless otherwise specifically directed by the Engineer, make all shop drawings accurately to a scale sufficiently large to show all pertinent features of the item and its

Submittal Procedures

method of connection to the work.

- B. Submit all shop assembly drawings, as a digital image, pdf format, scanned at the original scale.
- C. Submit all shop drawings as a digital image, pdf format, scanned at the original scale.

2.2 Manufacturer's Literature

- A. Where content of submitted literature from manufacturers includes data not pertinent to this submittal, clearly indicate which portion of the contents is being submitted for the Engineer's review.

2.3 Samples

- A. Samples shall illustrate materials, equipment or workmanship and established standards by which completed work is judged.
- B. Unless otherwise specifically directed by the Engineer, all samples shall be of the precise article proposed to be furnished.
- C. Submit all samples in the quantity which is required to be returned plus one sample which will be retained by the Engineer.

2.4 Colors

- A. Unless the precise color and pattern is specifically described in the Contract Documents, wherever a choice of color or pattern is available in a specified product, submit accurate color charts and pattern charts to the Engineer for review and selection.
- B. Unless all available colors and patterns have identical costs and identical wearing capabilities, and are identically suited to the installation, completely describe the relative costs and capabilities of each.

Part 3 Execution

3.1 Contractor's Coordination of Submittals

- A. Prior to submittal for the Engineer's review, the Contractor shall use all means necessary to fully coordinate all material, including the following procedures:
 - 1. Determine and verify all field dimensions and conditions, catalog numbers and similar data.
 - 2. Coordinate as required with all trades and all public agencies involved.

3. Submit a written statement of review and compliance with the requirements of all applicable technical Specifications as well as the requirements of this Section.
 4. Clearly indicate in a letter or memorandum on the manufacturer's or fabricator's letterhead, all deviations from the Contract Documents.
- B. Each and every shop drawing and data sheet submittal shall bear the Contractor's stamp showing that they have been so checked. Shop drawings submitted to the Engineer without the Contractor's stamp will be returned to the Contractor for conformance with this requirement.
- C. The Owner may backcharge the Contractor for costs associated with having to review a particular shop drawing, product data or sample more than two times to receive a "No Exceptions Taken" mark.
- D. Grouping of Submittals
1. Unless otherwise specifically permitted by the Engineer, make all submittals in groups containing all associated items.
 2. No review will be given to partial submittals of shop drawings for items which interconnect and/or are interdependent. It is the Contractor's responsibility to assemble the shop drawings for all such interconnecting and/or interdependent items, check them and then make one submittal to the Engineer along with Contractor's comments as to compliance, non-compliance or features requiring special attention.
- E. Schedule of Submittals
1. Within 30 days of Contract award and prior to any shop drawing submittal, the Contractor shall submit a schedule showing the estimated date of submittal and the desired approval date for each shop drawing anticipated. A reasonable period shall be scheduled for review and comments. Time lost due to unacceptable submittals shall be the Contractor's responsibility and some time allowance for resubmittal shall be provided. The schedule shall provide for submittal of items which relate to one another to be submitted concurrently.

3.2 Timing of Submittals

- A. Make all submittals far enough in advance of scheduled dates for installation to provide all required time for reviews, for securing necessary approvals, for possible revision and resubmittal, and for placing orders and securing delivery.
- B. In scheduling, allow sufficient time for the Engineer's review following the receipt of the submittal.

3.3 Reviewed Shop Drawings

- A. Engineer Review

1. Allow a minimum of 30 days for the Engineer's initial processing of each submittal requiring review and response, except allow longer periods where processing must be delayed for coordination with subsequent submittals. The Engineer will advise the Contractor promptly when it is determined that a submittal being processed must be delayed for coordination. Allow a minimum of two weeks for reprocessing each submittal. Advise the Engineer on each submittal as to whether processing time is critical to progress of the work, and therefore the work would be expedited if processing time could be foreshortened.
 2. Acceptable submittals without any comments will be marked "No Exceptions Taken".
 3. Submittals containing comments for clarification will be marked "Exceptions Noted".
 4. Submittals marked "Revise and Resubmit" must be revised to reflect required changes and the initial review procedure repeated.
 5. The "Rejected" notation is used to indicate products which are not acceptable. Upon return of a submittal so marked, the Contractor shall repeat the initial review procedure utilizing acceptable products.
- B. No work or products shall be installed without a drawing or submittal bearing the "No Exceptions Taken" notation. The Contractor shall maintain at the job site a complete set of shop drawings bearing the Engineer's stamp.
- C. Substitutions: In the event the Contractor obtains the Engineer's approval for the use of products other than those which are listed first in the Contract Documents, the Contractor shall, at the Contractor's own expense and using methods approved by the Engineer, make any changes to structures, piping and electrical work that may be necessary to accommodate these products.
- D. Use of the "No Exceptions Taken" notation on shop drawings or other submittals is general and shall not relieve the Contractor of the responsibility of furnishing products of the proper dimension, size, quality, quantity, materials and all performance characteristics, to efficiently perform the requirements and intent of the Contract Documents. The Engineer's review shall not relieve the Contractor of responsibility for errors of any kind on the shop drawings. Review is intended only to assure conformance with the design concept of the Project and compliance with the information given in the Contract Documents. The Contractor is responsible for dimensions to be confirmed and correlated at the job site. The Contractor is also responsible for information that pertains solely to the fabrication processes or to the technique of construction and for the coordination of the work of all trades.

3.4 Resubmission Requirements

- A. Shop Drawings

1. Revise initial Drawings as required and resubmit as specified for initial submittal, with the resubmittal number shown.
 2. Indicate on Drawings all changes which have been made other than those requested by the Engineer.
- B. Project Data and Samples: Resubmit new data and samples as specified for initial submittal, with the resubmittal number shown.

END OF SECTION

Part 1 General

1.1 Scope

The scope of this Section is to convey to the Contractor unique and unusual stipulations and requirements which have been established for this Project. Some of the stipulations and requirements are a result of negotiations with various entities and organizations which have an interest in this Project. Some requirements are based on technical aspects of the Project which are not otherwise conveyed to the Contractor. The provisions of this Section shall supersede the provisions of the Division 01 through 49 Specifications but shall not supersede the Bidding Requirements, Contract Forms or Conditions of the Contract.

1.2 Submittals

A. Sequence Submittal

1. Submit a proposed sequence in accordance with Section 01 33 00 with appropriate times of starting and completion of tasks to Engineer for review.
2. The Contractor may propose alternatives to the sequencing constraints to that shown in this Section in an attempt to reduce the disruption of the operation of the existing facility or streamline the tasks of this Contract. The Owner and Engineer are not obligated to accept any of these alternatives.

1.3 Milestone Dates

- A. The Contractor shall be required to complete the following activities by the indicated date or days after Notice to Proceed:

Consecutive Calendar Days after Notice to Proceed	Milestone (Refer to Section 00300 for Items)	Liquidated Damages Per Calendar Day
365	Final Completion – Items 1, 2, 3 (a to m), 4.a and 4.d.	\$1,000.00
730	Final Completion – Items 3.n and 4.b.	\$1,000.00
1,095	Final Completion – Items 3.o and 4.c,	\$1,000.00

1.3 Existing Facility Operations

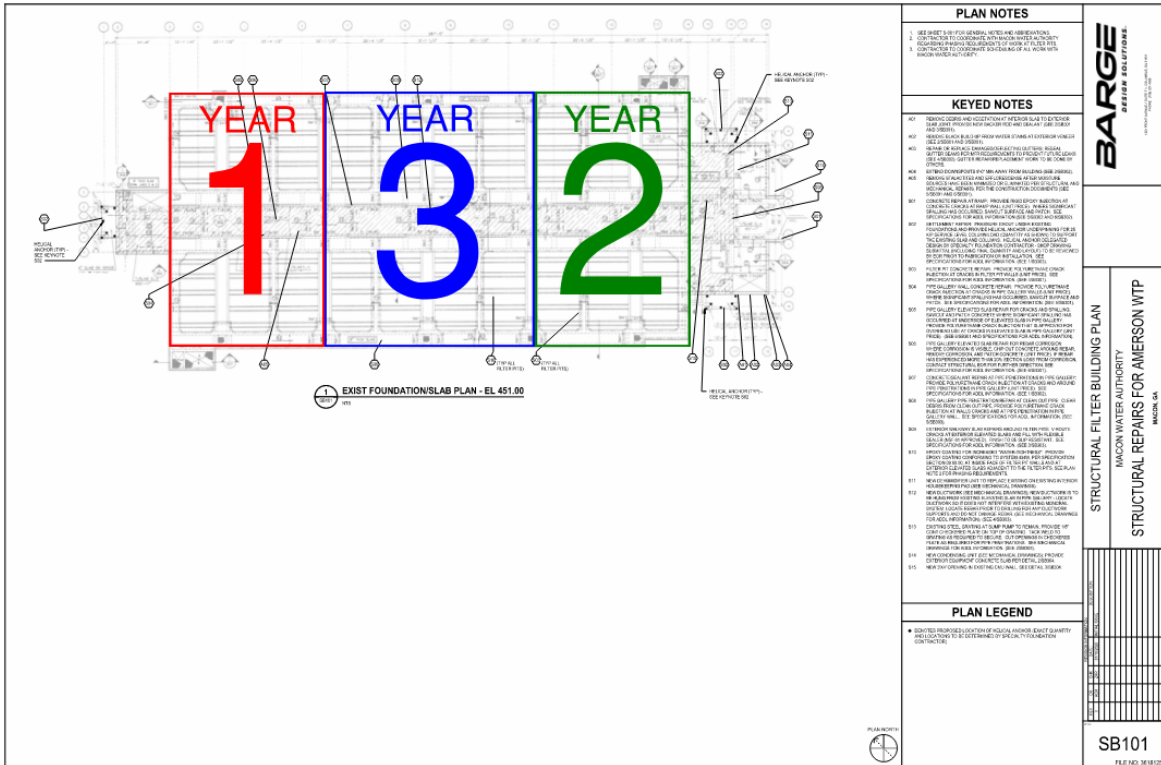
- A. The Contractor shall coordinate the work with the Owner so that the construction will not restrain or hinder the operation of the existing facilities. If, at any time, any portion of the facilities are out of service, the Contractor must obtain approval from the Owner as to the date, time and length of time that portion of the facilities are out of service.
- B. Connections to the existing facilities or alteration of existing facilities will be made at times when the facility involved is not in use or at times, established by the Owner, when the use of the facility can be conveniently interrupted for the period of time needed to make the connection or alteration. Bypass pumping may be required to connect to existing facilities.
- C. After having coordinated the work with the Owner, the Contractor shall prepare a submittal in accordance with Section 01 33 00 to include the time, time limits and methods of each connection or alteration and have the approval of the Engineer before any work is undertaken on the connections or alterations.
- D. Before any roadway or facilities are blocked off or taken out of service, the Owner's approval shall be obtained to coordinate operations for the plant.

1.4 Sequencing

- A. General
 - 1. The Contractor shall be solely responsible for all construction sequencing.
 - 2. The completion of specific preliminary sequencing tasks will be required prior to any significant site demolition.
 - 3. The construction schedule and tasks shall be reviewed and approved by the Engineer before site demolition begins.
- B. Notify the Owner at least ten days prior to starting to relocate piping or taking existing components out of service.

1.5 Sequencing Constraints

- A. The following construction sequencing constraints are to emphasize critical tasks of the Work in this Contract. It is not a complete list of all work to be completed.
 - 1. Filter Pits:
 - a. Coating work shall be phased such that no more than two filter pits are under construction at any time, with a maximum of two filter pits completed per year.
 - b. Filter pit work shall follow the area phasing shown in the diagram below. All work shall be coordinated with the Owner.



1.6 Administration Period

- A. During the Administration Period the Contractor shall be limited in site access to only the following:
 - 1. Nondestructive field verification of existing conditions.
 - 2. Install initial erosion control measures.
 - 3. Construction of Engineer's and Contractor's temporary field offices.

- B. During the Administration Period the Contractor shall complete, as a minimum, the following:
 - 1. Issuance of contracts, subcontracts, and purchase orders for all major products and systems.
 - 2. Complete all submittals, release for manufacture, and schedule delivery for the products or systems referenced above.
 - 3. Prepare and submit approvable documents required by Section 01 32 16, including OPS and the Schedule of Values.

Unique Requirements

4. Install Engineer's and Contractor's temporary field offices complete with all required utilities, internet, network, supplies, and furnishings required.
 5. Complete software delivery and training required by Section 01 31 29.
 6. Complete and submit all preconstruction photos, videos.
- C. The duration of the Administration Period is 60 consecutive calendar days, after which time the Construction Period shall automatically begin. Construction Period may begin prior to the 60 days, provided all requirements of the Administration Period have been completed, submitted, and approved by the Engineer.

Part 2 Products

(NOT USED)

Part 3 Execution

(NOT USED)

END OF SECTION

Part 1 General

1.1 Scope

- A. Permits and Responsibilities: The Contractor shall, without additional expense to the Owner, be responsible for obtaining all necessary licenses and permits, including building permits, and for complying with any applicable federal, state, county and municipal laws, codes and regulations, in connection with the prosecution of the work.
- B. The Contractor shall take proper safety and health precautions to protect the work, the workers, the public and the property of others.
- C. The Contractor shall also be responsible for all materials delivered and work performed until completion and acceptance of the work, except for any completed unit of construction thereof which may heretofore have been accepted.

Part 2 Products

(NOT USED)

Part 3 Execution

(NOT USED)

END OF SECTION

Part 1 General

1.1 Description

- A. Whenever reference is made to conforming to the standards of any technical society, organization, body, code or standard, it shall be construed to mean the latest standard, code, specification or tentative specification adopted and published at the time of advertisement for bids. This shall include the furnishing of materials, testing of materials, fabrication and installation practices. In those cases where the Contractor's quality standards establish more stringent quality requirements, the more stringent requirement shall prevail. Such standards are made a part hereof to the extent which is indicated or intended.
- B. The inclusion of an organization under one category does not preclude that organization's standards from applying to another category.
- C. In addition, all work shall comply with the applicable requirements of local codes, utilities and other authorities having jurisdiction.
- D. All material and equipment, for which a UL Standard, an AGA or NSF approval or an ASME requirement is established, shall be so approved and labeled or stamped. The label or stamp shall be conspicuous and not covered, painted, or otherwise obscured from visual inspection.
- E. The standards which apply to this Project are not necessarily restricted to those from organizations which are listed in Article 1.2.

1.2 Standard Organizations

A. Piping and Valves

ACPA	American Concrete Pipe Association
ANSI	American National Standards Institute
API	American Petroleum Institute
ASME	American Society of Mechanical Engineers
AWWA	American Water Works Association
CISPI	Cast Iron Soil Pipe Institute
DIPRA	Ductile Iron Pipe Research Association
FCI	Fluid Controls Institute
MSS	Manufacturers Standardization Society
NCPI	National Clay Pipe Institute
NSF	National Sanitation Foundation
PPI	Plastic Pipe Institute
Uni-Bell	PVC Pipe Association

B. Materials

AASHTO	American Association of State Highway and Transportation Officials
ANSI	American National Standards Institute

Codes and Standards

- ASTM American Society for Testing and Materials
- C. Painting and Surface Preparation
- NACE National Association of Corrosion Engineers
 SSPC Steel Structures Painting Council
- D. Electrical and Instrumentation
- AEIC Association of Edison Illuminating Companies
 AIEE American Institute of Electrical Engineers
 EIA Electronic Industries Association
 ICEA Insulated Cable Engineers Association
 IEC International Electrotechnical Commission
 IEEE Institute of Electrical and Electronic Engineers
 IES Illuminating Engineering Society
 IPC Institute of Printed Circuits
 IPCEA Insulated Power Cable Engineers Association
 ISA The Instrumentation, Systems, and Automation Society
 NEC National Electric Code
 NEMA National Electrical Manufacturers Association
 NFPA National Fire Protection Association
 REA Rural Electrification Administration
 TIA Telecommunications Industries Association
 UL Underwriter's Laboratories
 VRCI Variable Resistive Components Institute
- E. Aluminum
- AA Aluminum Association
 AAMA American Architectural Manufacturers Association
- F. Steel and Concrete
- ACI American Concrete Institute
 AISC American Institute of Steel Construction, Inc.
 AISI American Iron and Steel Institute
 CRSI Concrete Reinforcing Steel Institute
 NRMA National Ready-Mix Association
 PCA Portland Cement Association
 PCI Prestressed Concrete Institute
- G. Welding
- ASME American Society of Mechanical Engineers
 AWS American Welding Society
- H. Government and Technical Organizations
- AIA American Institute of Architects
 APHA American Public Health Association

APWA	American Public Works Association
ASA	American Standards Association
ASAE	American Society of Agricultural Engineers
ASCE	American Society of Civil Engineers
ASQC	American Society of Quality Control
ASSE	American Society of Sanitary Engineers
CFR	Code of Federal Regulations
CSI	Construction Specifications Institute
EDA	Economic Development Administration
EPA	Environmental Protection Agency
FCC	Federal Communications Commission
FmHA	Farmers Home Administration
FS	Federal Specifications
IAI	International Association of Identification
ISEA	Industrial Safety Equipment Association
ISO	International Organization for Standardization
ITE	Institute of Traffic Engineers
NBFU	National Board of Fire Underwriters
(NFPA)	National Fire Protection Association
NBS	National Bureau of Standards
NISO	National Information Standards Organization
OSHA	Occupational Safety and Health Administration
SI	Salt Institute
SPI	The Society of the Plastics Industry, Inc.
USDC	United States Department of Commerce
WEF	Water Environment Federation

I. General Building Construction

AHA	American Hardboard Association
AHAM	Association of Home Appliance Manufacturers
AITC	American Institute of Timber Construction
APA	American Parquet Association, Inc.
APA	American Plywood Association
BHMA	Builders Hardware Manufacturers Association
BIFMA	Business and Institutional Furniture Manufacturers Association
DHI	Door and Hardware Institute
FM	Factory Mutual Fire Insurance Company
HPMA	Hardwood Plywood Manufacturers Association
HTI	Hand Tools Institute
IME	Institute of Makers of Explosives
ISANTA	International Staple, Nail and Tool Association
ISDSI	Insulated Steel Door Systems Institute
IWS	Insect Screening Weavers Association
MBMA	Metal Building Manufacturers Association
NAAMM	National Association of Architectural Metal Manufacturers
NAGDM	National Association of Garage Door Manufacturers
NCCLS	National Committee for Clinical Laboratory Standards
NFPA	National Fire Protection Association
NFSA	National Fertilizer Solutions Association
NKCA	National Kitchen Cabinet Association

 Codes and Standards

NWMA	National Woodwork Manufacturers Association
NWWDA	National Wood Window and Door Association
RMA	Rubber Manufacturers Association
SBC	SBCC Standard Building Code
SDI	Steel Door Institute
SIA	Scaffold Industry Association
SMA	Screen Manufacturers Association
SPRI	Single-Ply Roofing Institute
TCA	Tile Council of America
UBC	Uniform Building Code

J. Roadways

AREA	American Railway Engineering Association
DOT	Department of Transportation

K. Plumbing

AGA	American Gas Association
NSF	National Sanitation Foundation
PDI	Plumbing Drainage Institute
SPC	SBCC Standard Plumbing Code

L. Refrigeration, Heating, and Air Conditioning

AMCA	Air Movement and Control Association
ARI	American Refrigeration Institute
ASHRAE	American Society of Heating, Refrigeration, and Air Conditioning Engineers
ASME	American Society of Mechanical Engineers
CGA	Compressed Gas Association
CTI	Cooling Tower Institute
HEI	Heat Exchange Institute
IIAR	International Institute of Ammonia Refrigeration
NB	National Board of Boilers and Pressure Vessel Inspectors
PFMA	Power Fan Manufacturers Association
SAE	Society of Automotive Engineers
SMACNA	Sheet Metal and Air Conditioning Contractors National Association
SMC	SBCC Standard Mechanical Code
TEMA	Tubular Exchangers Manufacturers Association

M. Equipment

AFBMA	Anti-Friction Bearing Manufacturers Association, Inc.
AGMA	American Gear Manufacturers Association
ALI	Automotive Lift Institute
CEMA	Conveyor Equipment Manufacturers Association
CMAA	Crane Manufacturers Association of America
DEMA	Diesel Engine Manufacturers Association
MMA	Monorail Manufacturers Association
OPEI	Outdoor Power Equipment Institute, Inc.

PTI	Power Tool Institute, Inc.
RIA	Robotic Industries Association
SAMA	Scientific Apparatus Makers Association

1.3 Symbols

Symbols and material legends shall be as scheduled on the Drawings.

Part 2 Products

(NOT USED)

Part 3 Execution

(NOT USED)

END OF SECTION

Part 1 General

1.1 Scope

- A. This Section includes testing which the Owner may require, beyond that testing required of the manufacturer, to determine if materials provided for the Project meet the requirements of these Specifications.
- B. This work also includes all testing required by the Owner to verify work performed by the Contractor is in accordance with the requirements of these Specifications, i.e., concrete strength and slump testing, soil compaction, etc.
- C. This work does not include materials testing required in various sections of these Specifications to be performed by the manufacturer, e.g., testing of pipe.
- D. The testing laboratory or laboratories will be selected by the Owner. The testing laboratory or laboratories will work for the Owner.

1.2 Payment for Testing Services

- A. The cost of testing services required by the Contract to be provided by the Contractor shall be paid for by the Owner through the CASH ALLOWANCE, i.e., concrete testing, soil compaction, and asphalt testing.
- B. The cost of additional testing services not specifically required in the Specifications, but requested by the Owner or Engineer, shall be paid for by the Owner through the CASH ALLOWANCE.
- C. The cost of material testing described in various sections of these Specifications or as required in referenced standards to be provided by a material manufacturer, shall be included in the price bid for that item and shall not be paid for by the Owner.
- D. The cost of retesting any item that fails to meet the requirements of these Specifications shall be paid for by the Contractor. Retesting shall be performed by the testing laboratory working for the Owner.

1.3 Laboratory Duties

- A. Cooperate with the Owner, Engineer and Contractor.
- B. Provide qualified personnel promptly on notice.
- C. Perform specified inspections, sampling and testing of materials.
 - 1. Comply with specified standards, ASTM, other recognized authorities, and as specified.

Testing Laboratory Services

2. Ascertain compliance with requirements of the Contract Documents.
- D. Promptly notify the Engineer and Contractor of irregularities or deficiencies of work which are observed during performance of services.
 - E. Promptly submit three copies (two copies to the Engineer and one copy to the Contractor) of report of inspections and tests in addition to those additional copies required by the Contractor with the following information included:
 1. Date issued
 2. Project title and number
 3. Testing laboratory name and address
 4. Name and signature of inspector
 5. Date of inspection or sampling
 6. Record of temperature and weather
 7. Date of test
 8. Identification of product and Specification section
 9. Location of Project
 10. Type of inspection or test
 11. Results of test
 12. Observations regarding compliance with the Contract Documents
 - F. Perform additional services as required.
 - G. The laboratory is not authorized to release, revoke, alter or enlarge on requirements of the Contract Documents, or approve or accept any portion of the work.

1.4 Contractor Responsibilities

- A. Cooperate with laboratory personnel, provide access to work and/or comply with manufacturer's requirements.
- B. Provide to the laboratory, representative samples, in required quantities, of materials to be tested.
- C. Furnish copies of mill test reports.
- D. Furnish required labor and facilities to:

1. Provide access to work to be tested;
 2. Obtain and handle samples at the site;
 3. Facilitate inspections and tests;
 4. Build or furnish a holding box for concrete cylinders or other samples as required by the laboratory.
- E. Notify the laboratory sufficiently in advance of operation to allow for the assignment of personnel and schedules of tests.
- F. Laboratory Tests: Where such inspection and testing are to be conducted by an independent laboratory agency, the sample(s) shall be selected by such laboratory or agency, or the Engineer, and shipped to the laboratory by the Contractor at Contractor's expense.
- G. Copies of all correspondence between the Contractor and testing agencies shall be provided to the Engineer.

1.5 Quality Assurance

Testing shall be in accordance with all pertinent codes and regulations and with procedures and requirements of the American Society for Testing and Materials (ASTM).

1.6 Product Handling

Promptly process and distribute all required copies of test reports and related instructions to ensure all necessary retesting or replacement of materials with the least possible delay in the progress of the work.

1.7 Furnishing Materials

The Contractor shall be responsible for furnishing all materials necessary for testing.

1.8 Code Compliance Testing

Inspections and tests required by codes or ordinances or by a plan approval authority, and made by a legally constituted authority, shall be the responsibility of, and shall be paid for by the Contractor, unless otherwise provided in the Contract Documents.

1.9 Contractor's Convenience Testing

Inspection or testing performed exclusively for the Contractor's convenience shall be the sole responsibility of the Contractor.

Testing Laboratory Services

1.10 Schedules for Testing

A. Establishing Schedule

1. The Contractor shall, by advance discussion with the testing laboratory selected by the Owner, determine the time required for the laboratory to perform its tests and to issue each of its findings, and make all arrangements for the testing laboratory to be on site to provide the required testing.
2. Provide all required time within the construction schedule.

B. When changes of construction schedule are necessary during construction, coordinate all such changes of schedule with the testing laboratory as required.

C. When the testing laboratory is ready to test according to the determined schedule, but is prevented from testing or taking specimens due to incompleteness of the work, all extra costs for testing attributable to the delay will be back-charged to the Contractor and shall not be borne by the Owner.

1.11 Taking Specimens

Unless otherwise provided in the Contract Documents, all specimens and samples for tests will be taken by the testing laboratory or the Engineer.

1.12 Transporting Samples

The Contractor shall be responsible for transporting all samples, except those taken by testing laboratory personnel, to the testing laboratory.

Part 2 Products

(NOT USED)

Part 3 Execution

(NOT USED)

END OF SECTION

Part 1 General

1.1 Scope

- A. The Contractor shall provide transportation of all equipment, materials and products furnished under these Contract Documents to the work site. In addition, the Contractor shall provide preparation for shipment, loading, unloading, handling and preparation for installation and all other work and incidental items necessary or convenient to the Contractor for the satisfactory prosecution and completion of the work.
- B. All equipment, materials and products damaged during transportation or handling shall be repaired or replaced by the Contractor at no additional cost to the Owner prior to being incorporated into the work.

1.2 Transportation

- A. All equipment shall be suitably boxed, crated or otherwise protected during transportation.
- B. Where equipment will be installed using existing cranes or hoisting equipment, the Contractor shall ensure that the weights of the assembled sections do not exceed the capacity of the cranes or hoisting equipment.
- C. Small items and appurtenances such as gauges, valves, switches, instruments and probes which could be damaged during shipment shall be removed from the equipment prior to shipment, packaged and shipped separately. All openings shall be plugged or sealed to prevent the entrance of water or dirt.

1.3 Handling

- A. All equipment, materials and products shall be carefully handled to prevent damage or excessive deflections during unloading or transportation.
- B. Lifting and handling drawings and instructions furnished by the manufacturer or supplier shall be strictly followed. Eyebolts or lifting lugs furnished on the equipment shall be used in handling the equipment. Spreader bars or lifting beams shall be used when the distance between lifting points exceeds that permitted by standard industry practice.
- C. Under no circumstances shall equipment or products such as pipe, structural steel, castings, reinforcement, lumber, piles, poles, etc., be thrown or rolled off of trucks onto the ground.
- D. Slings and chains shall be padded as required to prevent damage to protective coatings and finishes.

Part 2 Products

(NOT USED)

Part 3 Execution

(NOT USED)

END OF SECTION

Product Storage and Handling Requirements

Part 1 General

1.1 Scope

- A. The work under this Section includes, but is not necessarily limited to, the furnishing of all labor, tools and materials necessary to properly store and protect all materials, equipment, products and the like, as necessary for the proper and complete performance of the work.

1.2 Storage and Protection

A. Storage

- 1. Maintain ample way for foot traffic at all times, except as otherwise approved by the Owner.
- 2. All property damaged by reason of storing of material shall be properly replaced at no additional cost to the Owner.
- 3. Packaged materials shall be delivered in original unopened containers and so stored until ready for use.
- 4. All materials shall meet the requirements of these Specifications at the time that they are used in the work.
- 5. Store products in accordance with manufacturer's recommendations.

B. Protection

- 1. Use all means necessary to protect the materials, equipment and products in accordance with manufacturer's recommendations of every section before, during and after installation and to protect the installed work and materials of all other trades.
- 2. All materials shall be delivered, stored and handled to prevent the inclusion of foreign materials and damage by water, breakage, vandalism or other causes.
- 3. Substantially constructed weather-tight storage sheds, with raised floors, shall be provided and maintained as may be required to adequately protect those materials and products stored on the site which may require protection from damage by the elements.

- C. Replacements: In the event of damage, immediately make all repairs and replacements necessary for the approval of the Owner and at no additional cost to the Owner.

- D. Equipment and products stored outdoors shall be supported above the ground on suitable wooden blocks or braces arranged to prevent excessive deflection or bending

between supports. Items such as pipe, structural steel and sheet construction products shall be stored with one end elevated to facilitate drainage.

- E. Unless otherwise permitted in writing by the Owner, building products and materials such as cement, grout, plaster, gypsumboard, particleboard, resilient flooring, acoustical tile, paneling, finish lumber, insulation, wiring, etc., shall be stored indoors in a dry location. Building products such as rough lumber, plywood, concrete block and structural tile may be stored outdoors under a properly secured waterproof covering.
- F. Tarps and other coverings shall be supported above the stored equipment or materials on wooden strips to provide ventilation under the cover and minimize condensation. Tarps and covers shall be arranged to prevent ponding of water.

1.3 Extended Storage

- A. In the event that certain items of major equipment such as air compressors, pumps and mechanical aerators have to be stored for an extended period of time, the Contractor shall provide satisfactory long-term storage facilities which are acceptable to the Owner. The Contractor shall provide all special packaging, protective coverings, protective coatings, power, nitrogen purge, desiccants, lubricants and exercising necessary or recommended by the manufacturer to properly maintain and protect the equipment during the period of extended storage.

1.4 Owner Furnished Equipment

- A. The Contractor shall provide storage and protection for all Owner furnished equipment and materials, including extended storage as specified above.

Part 2 Products

(NOT USED)

Part 3 Execution

(NOT USED)

END OF SECTION

Part 1 General

1.1 Work Included

- A. Section includes requirements for cleanup, re-stabilization, restoration, and disposal to maintain a safe and well-kept job site and properly repair disturbed areas.

1.2 Quality Assurance

- A. Daily, and more often if necessary, conduct inspections verifying that requirements of cleanliness are being met.
- B. In addition to the standards described in this Section, comply with all pertinent requirements of governmental agencies having jurisdiction.

1.3 Cleaning Materials and Equipment

- A. Provide all required personnel, equipment and materials needed to maintain the specified standard of cleanliness.
- B. Use only the cleaning materials, methods and equipment which are compatible with the surface being cleaned, as recommended by the manufacturer of the material or as approved by the Engineer.

1.4 Cleaning During Construction

- A. (For Interior Areas) Proceed with construction cleanup concurrently with construction progress.
 - 1. Remove mud, oil, grease, soil, gravel, trash, scrap, debris, and excess materials that are unsightly or may cause accidents to persons or properties.
 - 2. Remove water from floor areas where electrical power tools are to be used, and prevent stains on concrete that will be exposed in finish work.
 - 3. Select and employ cleaning materials and equipment with care to avoid scratching, marring, defacing, staining, or discoloring surfaces cleaned.
- B. (For Exterior Areas) Throughout all phases of construction, including suspension of work, and until the Final Acceptance, the Contractor shall keep the site clean and free from rubbish and debris. The Contractor shall also abate dust nuisance by cleaning, sweeping and sprinkling with water, or other means as necessary. The use of water resulting in mud on driveways, parking lots or streets will not be permitted as a substitute for sweeping or other methods.

1. The road(s) on the construction site shall be paved immediately after the installation of underground utilities and the construction and underground/final inspection of storm drainage, curbs, and gutters. The exit road on the construction site shall be paved first.
 2. Vehicles exiting the construction site shall have all dirt clods and mud removed from their tires.
 3. Materials and equipment shall be removed from the site as soon as they are no longer necessary. Before the final inspection, the site shall be cleared of equipment, unused materials and rubbish so as to present a satisfactory clean and neat appearance. All cleanup costs shall be included in the Contractor's Bid.
 4. Care shall be taken to prevent spillage on haul routes. Any such spillage shall be removed immediately and the area cleaned.
 5. Excess excavated material from catch basins or similar structures shall be removed from the site immediately. Sufficient material may remain for use as backfill if permitted by the Specifications. Forms and form lumber shall be removed from the site as soon as practicable after stripping.
- C. Failure of the Contractor to comply with the Engineer's cleanup orders may result in an order to suspend work until the condition is corrected. No additional compensation will be allowed as a result of such suspension.

1.5 Final Cleaning

- A. Upon completion of the work, the Contractor shall remove from the site all plant, materials, tools and equipment belonging to him, and leave the site with an appearance acceptable to the Owner.
- B. Thoroughly clean all equipment and materials installed and deliver over such materials and equipment in a bright, clean, polished and new appearing condition.
- C. Restore or replace all landscape features scarred or damaged by the Contractor's equipment or operations as nearly as possible to original condition, at the Contractor's expense. The Owner will approve the method of restoration to be used.
- D. The Contractor shall remove all signs of temporary construction facilities such as haul roads, work areas, structures, foundations of temporary structures, stockpiles of excess or waste materials, or any other vestiges of construction, as directed by the Owner. It is anticipated that excavation, filling and plowing of roadways will be required to restore the area to near natural conditions which will permit the growth of vegetation thereon. The restored areas shall be filled, graded, and spread with sufficient topsoil to provide a minimum depth of four inches of suitable soil for the growth of grass, and the entire area shall be seeded or sodded with the original type of grass. Areas shall be restored to original contours as shown on the Plans. If the Plans do not cover the specific areas to be restored, the areas shall be graded to drain and give a smooth transition to the surroundings.

1.6 Measurement and Payment

- A. No separate payment will be made for any items of work, materials, parts, equipment, supplies, or related items required to perform and complete the requirements of this section. The costs for all such items required shall be considered subsidiary to other items of this Contract and shall not be paid for separately.

1.7 Disposal of Waste

- A. The definitions contained in Georgia Environmental Protection Division Rules 391-3-4-.01 shall be applicable to this Project. The term waste shall include excess and surplus materials, and shall include liquid and solid wastes.
- B. Except for items or materials to be salvaged, recycled, or otherwise reused, remove waste materials from Project site and legally dispose of them in a landfill or incinerator acceptable to authorities having jurisdiction.
- C. Except as otherwise specified, do not allow waste materials that are to be disposed of accumulate on-site.
- D. Remove and transport waste in a manner that will prevent spillage on adjacent surfaces and areas.
- E. Burning: Do not burn waste materials on site.
- F. Waste removed from the Project site shall be disposed of in sites permitted by the Georgia Environmental Protection Division for the acceptance of type of waste being disposed. The acceptable types of permitted disposal facilities are as follows:
 - 1. Inert Waste Landfills
 - 2. Municipal Solid Waste Landfills
 - 3. Municipal Solid Waste Landfills permitted to receive only construction and demolition wastes.
- G. Exceptions to Paragraph F are as follows:
 - 1. Hazardous waste shall be disposed of in accordance with Georgia Environmental Protection Division Rules 391-3-11.
 - 2. Asbestos-containing waste shall also be handled and disposed of in accordance with Georgia Environmental Protection Division Rules 391-3-14.
 - 3. Excess earth material and excess excavated rock material may be placed on sites for which the Contractor provides to the Owner a signed affidavit from the property owner that the placement of such material is acceptable to the property owner. The Contractor and property owner shall be responsible for all permitting of such disposal.

- H. No waste shall be placed at a transfer station facility.
- I. The Contractor shall maintain records related to all waste removed from the Project site so as to allow the Owner or the Engineer to readily determine the following:
 - 1. Date waste removed from Project site.
 - 2. Name of hauler (company and driver) transporting such waste.
 - 3. General description of waste transported.
 - 4. "Truck tickets" indicating the waste disposal site and amount of waste disposed therein.

Part 2 Products

(NOT USED)

Part 3 Execution

(NOT USED)

END OF SECTION

Part 1 General

1.1 Scope

- A. The Contractor shall provide five copies of a complete and comprehensive reference manual (Operating and Maintenance Manual) containing operating and maintenance data to enable operators and plant engineers to correctly operate, service and maintain all equipment and accessories covered by the Specifications and Drawings. The data contained in the manual shall explain and illustrate clearly and simply all principles and theory of operation, operating instructions, maintenance procedures, calibration procedures and safety precautions and procedures for the equipment involved.
- B. No separate payment will be made for the Operating and Maintenance Manual and the cost of said manual shall be included in the Contract Price.

1.2 Submittal Schedule

- A. The Contractor shall submit, for the Engineer's approval, three preliminary drafts of proposed formats and outlines of contents of manuals within 60 calendar days after the Notice to Proceed. The Engineer will notify the Contractor, in writing, of any deficiencies in the manual and will return one copy of the manual for completion and/or correction.
- B. Submit three preliminary copies of manuals before the work covered by the Contract Documents is 40 percent complete. The Contractor must also submit three copies of the manual in digital format as specified below. The Engineer will notify the Contractor, in writing, of any deficiencies in the manual and will return one copy of the manual for completion and/or correction.
- C. Resubmissions: Clearly identify each correction or change made. The resubmission shall be accompanied by a letter listing all comments made by the Engineer and the actions or response by the manufacturer or vendor to each comment. Where the Engineers comment applies to multiple areas of the initial submittal the response shall address all areas. The response letter shall also address where supplemental information has been provided and where it is located within the resubmission.
- D. Before the work covered by the Contract Documents is 70 percent complete, the Contractor must submit six final copies of the revised and completed manual, complete in detail as specified below. The Contractor must also submit five copies of the manual in digital format as specified below.
- E. Digital Copies of Manuals: Operations and Maintenance Manuals shall be provided by the Contractor in digital format concurrently with both the preliminary and final hard copy submissions. Materials available in digital format shall be furnished in accordance with the following:
 - 1. All textual data shall be provided as an electronic file in searchable Adobe Acrobat Portable Document Format (PDF). The PDF file(s) shall be fully indexed using the Table of Contents, searchable with thumbnails generated. File(s) shall be identified by utilization of a "twelve dot three" convention

(XXXXXX.XX.YY.pdf) where X is the eight digit number corresponding to the specification section, and YY is an identification number. All documents shall be scanned at 300dpi or greater utilizing optical character recognition (OCR) software. All text in the document must be text selectable with the exception of pages which are in their entirety drawings or diagrams. Word searches of the PDF document must function successfully. PDF files that fail to comply with the indexing and searchable features described above will not be acceptable. All drawing data shall be provided in digital format compatible with AutoCAD Version as designated by the Engineer.

2. Materials not available in original digital format (available only in paper format) shall be scanned as noted above into a PDF format and cleaned to remove smudges, fingerprints, artifacts, and other extraneous marks. All notes, version stamps, etc. shall be preserved. Color maps shall be scanned in not less than the number of colors of the document or 16 colors, whichever is greater. Color photographs shall be saved in not less than 256 colors. Black and white or monochrome scans (non-text) shall not be less than 16 gray scale levels. Color maps, color photographs, and black and white and gray scale photograph files shall be saved as GIF or JPG files, compatible with Adobe Photoshop Version 4.0. Documents shall be scanned in the existing color format of the document, i.e. color documents shall be scanned in color, and black and white or monochrome in gray scale.
3. After the documents are in correct digital format, they shall be furnished to the Engineer as a 120 mm, 680mb, 74-minute CD ROM. All media transmittals shall be accompanied by a detailed paper printout of the files on the media. This printout shall consist of a file name, file size, date of creation, submittal number, and a brief but accurate description of the file. Files shall not be transmitted electronically. Five copies of the CD for each Operation and Maintenance Manual shall be provided to the Engineer.

1.3 Submittal Format

- A. Each hard copy of the manual shall be assembled in one or more loose leaf binders, each with title page, typed table of contents, typed list of tables, typed list of figures, and heavy section dividers with reinforced holes and numbered plastic index tabs. Binders shall be uniform for all manuals and shall be 3-ring, hardback type, with transparent vinyl pocket front cover suitable for inserting identifying cover and with a transparent vinyl pocket on the spine for label. All data shall be punched for binding. Composition and printing shall be arranged so that punching does not obliterate any data. The cover and binding edge of each manual shall have the project title, specification section number and title, and manual title printed thereon, all as approved by the Engineer.
- B. All copies of shop drawings, figures and diagrams shall be reduced to either 8-1/2 x 11-inches or to 11-inches in the vertical dimension and as near as practical to 17-inches in the horizontal dimensions. Such sheets shall be folded to 8-1/2 x 11-inches. The manual and other data shall be printed on first quality paper, 8-1/2 x 11-inch size with standard 3-hole punching. Binders shall be labeled Vol. 1 of "X", Vol.

2 of "X", etc., where "X" is the total number of volumes in the set where more than one is required. The table of contents for the entire set, identified by volume number, shall appear in each binder. Text, figures and drawings shall be clearly legible and suitable for dry process reproductions.

- C. Each submittal shall have a cover sheet that includes the following information:
 - 1. The date of submittal and the dates of any previous submittals.
 - 2. The Project title.
 - 3. Submittal numbering shall be in accordance with Section 01 33 00 of these Specifications.
 - 4. The names of:
 - a. Contractor
 - b. Supplier
 - c. Manufacturer
 - 5. Identification of the product, with the Specification section number, permanent equipment tag numbers and applicable Drawing No.
- D. The Engineer will not recommend final acceptance of the Work until the Operating and Maintenance Manual is complete and satisfactory to Engineer.

1.4 Contents of Operating and Maintenance Manual

- A. Each manual shall include a title page which includes all information specified in Article 1.3, paragraph C of this Section. In addition, the title page shall include manufacturer's address, phone number, facsimile number, and contact; manufacturer's equipment name and model number; supplier's address, phone number, facsimile number, and contact.
- B. Each manual shall include a table of contents identifying the location of each item listed below, for each component supplied. For items not applicable to a component, the table of contents shall list N/A for the page number.
- C. For all equipment, the Contractor shall furnish a complete, detailed listing of all equipment, components and accessories showing component name, manufacturer, model number and quantity information shall be furnished for each component as outlined below:
 - 1. A summary page shall be provided for each piece of equipment detailing the following information:
 - a. Equipment Number

Operating and Maintenance Data

- b. Equipment Description
 - c. Serial Number
 - d. Model Number
 - e. Manufacturer
 - i. Address
 - ii. Phone
 - iii. Representative
 - f. Supplier
 - i. Address
 - ii. Phone
 - iii. Representative
 - g. Local Service Provider
 - i. Address
 - ii. Phone
 - iii. Representative
 - h. Location of Equipment
 - i. Equipment Design Criteria
 - i. HP
 - ii. Flow Rate, etc.
 - j. Performance Data
 - k. Normal Operating Characteristics
 - l. Limiting Conditions
2. Detailed disassembly, overhaul and reassembly, installation, alignment, adjustment and checking instructions.
 3. Detailed operating instructions for start-up, calibration, routine and normal operation, regulation and control, safety, shutdown and emergency conditions. Detailed list of settings for relays, pressure switches, temperature switches, level switches, thermostats, alarms, relief valves, rupture discs, etc.

4. Detailed preventative maintenance procedures and schedules, including detailed lubrication instructions and schedules, identification of required lubricants and operating fluids (description, specification and trade name of at least two manufacturers), and diagrams illustrating lubrication points.
5. Detailed guide to equipment and/or process “troubleshooting”.
6. Detailed parts lists identified by title, materials of construction, manufacturer's part number, list of recommended spare parts identified as specified above, current cost list for recommended spare parts, predicted life of parts subject to wear, and an exploded or concise cut-away view of each equipment assembly. The manufacturer's part numbers must match those used for the spare parts, documentation, identification, and turn-over. Should no spare parts be required, state in the Table of Contents that “No spare parts are required”.
7. Electrical and instrumentation schematics, including motor control centers, control panels, wiring diagrams, instrument panels and analyzer panels. All panels must have as-built schematics inside them at contract close-out.
8. List of all special tools supplied and description of their use. Special tools include any tool not normally available in an industrial hardware or mill supply house. Should no special tools be required, state in the Table of Contents that “No special tools are required”.
9. List of names and addresses of nearest service centers for parts, overhaul and service.
10. Procedures for storing, handling and disposing of any chemicals or products used with the equipment or system.
11. For equipment and systems, also provide the following:
 - a. Control and wiring diagrams provided by the controls manufacturer.
 - b. Sequence of operations by the controls manufacturer.
 - c. Charts of valve tag numbers, with location and function of each valve, keyed to flow and control diagrams.
12. The supplier's operation and maintenance information will address the particular equipment furnished, with specific details on operation and maintenance practices. General data is not acceptable. Information contained in the manual which is not appropriate to the Project shall be marked out and noted as “N/A”.

Part 2 Products

(Not Used)

Part 3 Execution

(Not Used)

SAMPLE COVER PAGE

COMPLETE PROJECT TITLE

LOCATION OF PROJECT

OPERATING and MAINTENANCE DATA

FOR SUBMITTAL NUMBER (AS LISTED IN PCM)

TITLE OF SUBMITTAL

CONTRACTOR: (Name only Required)

SUPPLIER: (Name only required)

MANUFACTURER: (Name only Required)

SPECIFICATION SECTION:

EQUIPMENT TAG NUMBER:

DRAWING NUMBER:

DATE OF SUBMISSION

SAMPLE TITLE PAGE

COMPLETE PROJECT TITLE

LOCATION OF PROJECT

OPERATING and MAINTENANCE DATA

FOR SUBMITTAL NUMBER (AS LISTED IN PCM)

TITLE OF SUBMITTAL

CONTRACTOR: (Complete Information Required)

SUPPLIER: (Complete Information Required)

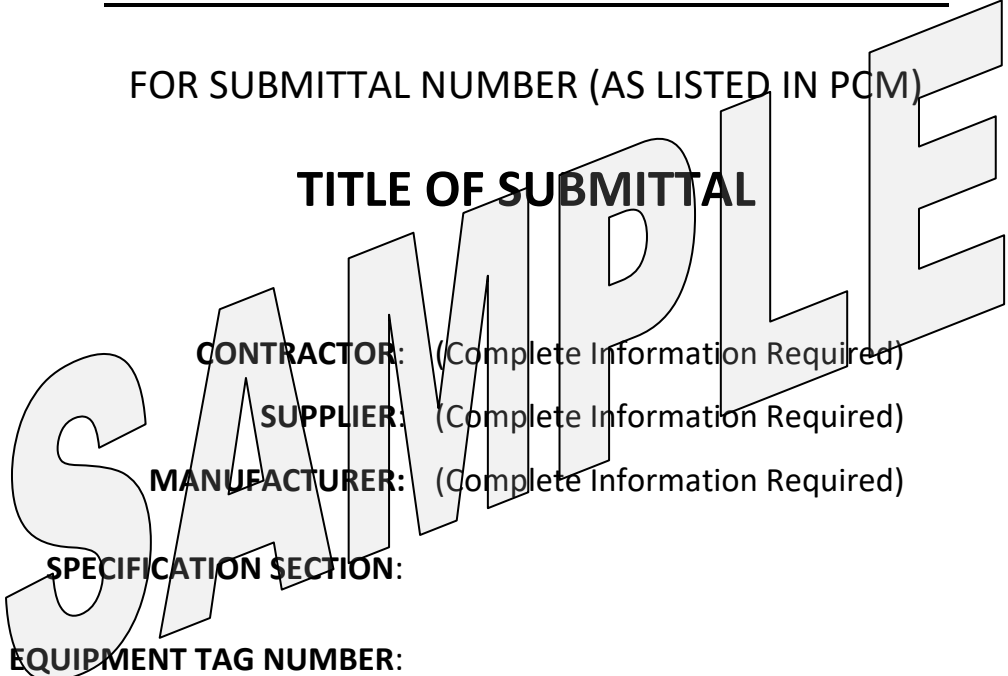
MANUFACTURER: (Complete Information Required)

SPECIFICATION SECTION:

EQUIPMENT TAG NUMBER:

DRAWING NUMBER:

DATE OF SUBMISSION



SAMPLE MANUAL REVIEW CHECK LIST**FINAL COPIES / PRELIMINARY COPIES
OPERATION AND MAINTENANCE MANUAL CHECK LIST****PROJECT NUMBER:****PROJECT NAME:****SECTION:**

SECTION Requirements

- 1.03 - A ___ 3 ring loose leaf binder with transparent covers on binder and cover
- 1.03 - A ___ Title Page, Table of Contents, Section dividers and List of tables & figures
- 1.03 - B ___ Drawings and figures shall be legible and 11" in the vertical dimension
- 1.03 - C ___ Cover Page including: Date of Submittal & any previous submissions, Project & Manual Title, Names of Contractor, Supplier, Manufacturer, Spec. Section, Equip. Tag Number & Drawing No
- 1.04 - A ___ Title Page: All cover page information & manufacturers and suppliers address, phone & fax number and contact person; manufacturer's equipment name and model number
- 1.04 - B ___ Table of Contents identifying the location of each item listed
- 1.04 - C.1 ___ Provide equipment function, operating char., performance data, limiting cond. and pump curves
- 1.04 - C.2 ___ Detailed: disassembly, overhaul, reassemble, installation, alignment, adjusting & checking Instructions
- 1.04 - C.3 ___ Operating instructions for start up, calibration, normal operation, shutdown, etc.
- 1.04 - C.3 ___ List of settings for relays, pressure switch, temperature switch, level switch and alarms
- 1.04 - C.4 ___ Preventive maintenance procedures and diagrams illustrating lubrication points
- 1.04 - C.5 ___ Troubleshooting Guide
- 1.04 - C.6 ___ Detailed parts list, manufacturer's part number and exploded view
- 1.04 - C.6 ___ List of recommended spare parts and predicted life of parts subject to wear
- 1.04 - C.7 ___ Electrical and instrumentation schematics
- 1.04 - C.8 ___ Special tools list
- 1.04 - C.9 ___ Closest service centers, Contact person name and addresses
- 1.04 - C.10 ___ Procedure for storing, handling and disposing of any chemicals used
- 1.04 - C.11 ___ Equip & Systems provide Control & Wiring Diag., Sequence of Operations, Charts of tag numbers, location & function of each valve
- 1.04 - C.12 ___ Suppliers O&M information will address the particular equipment furnished, with specific details on operation and maintenance practices

Remarks:

END OF SECTION

Part 1 General

1.1 Project Maintenance and Warranty

- A. Maintain and keep in good repair the work covered by these Drawings and Specifications until acceptance by the Owner.
- B. The Contractor shall warrant all work for a period of time as stated in the General Conditions. The Owner will give notice of observed defects with reasonable promptness.
- C. The Contractor shall not be obligated to make replacements which become necessary because of ordinary wear and tear, or as a result of improper operation or maintenance, or as a result of improper work or damage by another Contractor or the Owner, or to perform any work which is normally performed by a maintenance crew during operation.
- D. In the event of multiple failures of major consequences prior to the expiration of the Correction Period described in the General Conditions, the affected unit shall be disassembled, inspected and modified or replaced as necessary to prevent further occurrences. All related components which may have been damaged or rendered non-serviceable as a consequence of the failure shall be replaced. A new warranty and Correction Period, as described in the General Conditions, against defective or deficient design, workmanship, and materials shall commence on the day that the item is reassembled and placed back into operation. As used herein, multiple failure shall be interpreted to mean two or more successive failures of the same kind in the same item or failures of the same kind in two or more items. Major failures may include, but are not limited to, cracked or broken housings, piping, or vessels, excessive deflections, bent or broken shafts, broken or chipped gear teeth, premature bearing failure, excessive wear or excessive leakage around seals. Failures which are directly and clearly traceable to operator abuse, such as operations in conflict with published operating procedures or improper maintenance, such as substitution of unauthorized replacement parts, use of incorrect lubricants or chemicals, flagrant over- or under-lubrication and using maintenance procedures not conforming with published maintenance instructions, shall be exempted from the scope of the one-year warranty. Should multiple failures occur in a given item, all products of the same size and type shall be disassembled, inspected, modified or replaced as necessary and rewarranted for one year from the date of reassembly.
- E. The Contractor shall, at Contractor's own expense, furnish all labor, materials, tools and equipment required and shall make such repairs and removals and shall perform such work or reconstruction as may be made necessary by any structural or functional defect or failure resulting from neglect, faulty workmanship or faulty materials, in any part of the work performed by the Contractor. Such repair shall also include refilling of trenches, excavations or embankments which show settlement or erosion after backfilling or placement.
- F. Except as noted on the Drawings or as specified, all structures such as embankments and fences shall be returned to their original condition prior to the completion of the Contract. Any and all damage to any facility not designated for removal, resulting from the Contractor's operations, shall be promptly repaired by the Contractor at no cost to

Warranties

the Owner.

- G. The Contractor shall be responsible for all road and entrance reconstruction and repairs and maintenance of same for the duration of the Correction Period, as defined in the General Conditions. In the event the repairs and maintenance are not made immediately and it becomes necessary for the owner of the road to make such repairs, the Contractor shall reimburse the owner of the road for the cost of such repairs.
- H. In the event the Contractor fails to proceed to remedy the defects upon notification within 15 days of the date of such notice, the Owner reserves the right to cause the required materials to be procured and the work to be done, as described in the Drawings and Specifications, and to hold the Contractor and the sureties on Contractor's bond liable for the cost and expense thereof.
- I. Notice to Contractor for repairs and reconstruction will be made in the form of a registered letter addressed to the Contractor at Contractor's home office.
- J. Neither the foregoing paragraphs nor any provision in the Contract Documents, nor any special guarantee time limit implies any limitation of the Contractor's liability within the law of the place of construction.

Part 2 Products

(NOT USED)

Part 3 Execution

(NOT USED)

END OF SECTION

Part 1 General

1.1 Scope

- A. The work under this Section includes, but is not necessarily limited to, the compiling, maintaining, recording and submitting of Project record documents as herein specified.
- B. Record documents include, but are not limited to:
 - 1. Drawings;
 - 2. Specifications;
 - 3. Change orders and other modifications to the Contract;
 - 4. Engineer field orders or written instructions, including Requests for Information (RFI) and Clarification Memorandums;
 - 5. Reviewed shop drawings, product data and samples;
 - 6. Test records.
- C. The Contractor shall maintain on the Project site throughout the Contract Time an up to date set of Record Drawings.

1.2 Maintenance of Documents and Samples

- A. Storage
 - 1. Store documents and samples in the Contractor's field office, apart from documents used for construction.
 - 2. Provide files and racks for storage of documents.
 - 3. Provide locked cabinet or secure storage space for storage of samples.
- B. File documents and samples in accordance with format of these Specifications.
- C. Maintenance
 - 1. Maintain documents in a clean, dry, legible condition and in good order.
 - 2. Do not use record documents for construction purposes.
 - 3. Maintain at the site for the Owner one copy of all record documents.
- D. Make documents and samples available at all times for inspection by Engineer.

Record Documents

- E. Failure to maintain the Record Documents in a satisfactory manner may be cause for withholding of a certificate for payment.

1.3 Quality Assurance

- A. Unless noted otherwise, Record Drawings shall provide dimensions, distances and coordinates to the nearest 0.1 foot.
- B. Unless noted otherwise, Record Drawings shall provide elevations to the nearest 0.01 foot for all pertinent items constructed by the Contractor.

1.4 Recording

- A. Label each document "Project Record" in neat, large printed letters.
- B. Recording
 - 1. Record information concurrently with construction progress.
 - 2. Do not conceal any work until required information is recorded.

1.5 Record Drawings

- A. Record Drawings shall be reproducible, shall have a title block indicating that the drawings are Record Drawings, the name of the company preparing the Record Drawings, and the date the Record Drawings were prepared.
- B. Legibly mark drawings to record actual construction, including:
 - 1. All Construction
 - a. Changes of dimension and detail.
 - b. Changes made by Requests for Information (RFI), field order, clarification memorandums or by change order.
 - c. Details not on original Drawings.
 - 2. Site Improvements, Including Underground Utilities
 - a. Horizontal and vertical locations of all exposed and underground utilities and appurtenances, both new facilities constructed and those utilities encountered, referenced to permanent surface improvements.
 - b. Location of and dimensions of roadways and parking areas, providing dimensions to back of curb when present.
 - c. The locations shall be referenced to at least two easily identifiable, permanent landmarks (e.g., power poles, valve markers, etc.) or

benchmarks.

3. Structures
 - a. Depths of various elements of foundation in relation to finish first floor datum or top of wall.
 - b. Location of internal and buried utilities and appurtenances concealed in the construction, referenced to visible and accessible features of the structure.

1.6 Specifications

- A. Legibly mark each section to record:
 1. Manufacturer, trade name, catalog number, and supplier of each product and item of equipment actually installed.
 2. Changes made by Requests for Information (RFI), field order, clarification memorandums, or by change order.

1.7 Submittal

- A. At contract closeout, deliver Record Documents to the Engineer for the Owner.
- B. Accompany submittal with transmittal letter, in duplicate, containing:
 1. Date
 2. Project title and number
 3. Contractor's name and address
 4. Title and number of each record document
 5. Signature of Contractor or Contractor's authorized representative

Part 2 Products

(NOT USED)

Part 3 Execution

(NOT USED)

END OF SECTION

Part 1 General

1.1 Summary

A. Section Includes:

1. Resurfacing of concrete surfaces in preparation for finish materials.
2. Non-structural crack repair of small cracks.

B. Related sections:

1. The Contract Documents are complementary; what is called for by one is as binding as if called for by all.
2. It is the Contractor's responsibility for scheduling and coordinating the Work of subcontractors, suppliers, and other individuals or entities performing or furnishing any of Contractor's Work.

1.2 Definitions

- A. Surface Repair Areas: Areas that are deemed to be defective excluding large cracks.
- B. Defective Areas: Surface defects that include honeycomb, rock pockets, and indentations greater than 3/16"; cracks 0.010" wide and larger, as well as any crack that leaks, for hydraulic structures and below grade habitable spaces; cracks 0.015" wide and larger in non-hydraulic structures; spalls; chips; air bubbles greater than 3/4" in diameter; pinholes; bug holes; embedded debris; fins and other projections; form pop-outs; texture irregularities; and stains that cannot be removed by cleaning.
- C. Large Cracks: Wider than 0.015".
- D. Small Cracks: Width greater than or equal to 0.010" and less than or equal to 0.015", as well as any smaller cracks that leak.

1.3 Submittal

A. Information Submittals:

1. Manufacturer's product data and installation bulletin.
2. Written description of equipment proposed for surface preparation.

3. Certificates:
 - a. Certificate of Compliance that proposed product systems meet or exceed specified performance criteria when tested in accordance with Article FIELD QUALITY CONTROL.
 - b. Mortar system Manufacturer's Certificate of Proper Installation.
4. Statements of Qualification:
 - a. Independent testing laboratory.
 - b. Mortar system Manufacturer's Representative.
5. Mortar system Manufacturer's proposed modified test procedures for ASTM C 109 and ASTM C 882 test methods.
6. Independent testing laboratory test report.

1.4 Quality Assurance

- A. Qualifications:
 1. Independent Testing Laboratory: Based on evaluation of laboratory submitted criteria in accordance with ASTM E 699.
 2. Mortar System Applicator: For low pressure spray mortar system in lieu of endorsement, complete mortar system manufacturer's demonstration in accordance with Article MANUFACTURER'S SERVICES.
- B. NSF 61 Compliance:
 1. All concrete repair products that will be in contact with potable water shall be certified in compliance with NSF 61.

Part 2 Products

2.1 Low Pressure Spray Mortar System (for Vertical and Overhead)

- A. Mortar: One component, rheoplastic, cement-based, fiber reinforced, shrinkage compensated, gray in color, with a minimum 30-minute working time.
 1. Sprayable, extremely low permeability, sulfate resistant, easy to use and requiring only the addition of water.
 2. Free of chlorides and other chemicals causing corrosion.
 3. For areas in contact with potable water, product shall be certified in accordance with NSF 61.

B. Manufacturer and Product equivalent to:

1. Carboline, Carbocrete 4010.
2. Sika USA, SikaRepair 224.

2.2 Polymer-Modified Repair Mortar (Horizontal Surface Repair)

A. Mortar: One component, polymer-modified, cement-based, chloride resistant, flowable, gray in color, minimum working time of 20 minutes, surface renovation mortar.

1. Hand applied, extremely low permeability, sulfate resistant, easy to use and requiring only the addition of water.
2. Free of chlorides and other chemicals causing corrosion.
3. For areas in contact with potable water, product shall be certified in accordance with NSF 61.

B. Manufacturer and Product equivalent to:

1. Sika USA, SikaRepair 224.

2.3 Water

A. Clean and free from oil, acid, alkali, organic matter, or other deleterious substances, meeting federal drinking water standards.

2.4 Accessories

A. Protective Epoxy Coating for Reinforcing Manufacturer and Product equivalent to: Carboguard 561/561 LT by Carboline

Part 3 Execution

3.1 General

A. Repair small cracks and surface defects as outlined by this specification.

3.2 Preparation

- A. Remove unsound and deteriorated concrete from Work by high pressure water blasting.
- B. Collect and dispose of water from removal operations in manner and location acceptable to Owner.

- C. Do not use power-driven jackhammers and chipping hammers, unless water blasting is prohibited due to potential damage to installed equipment.
- D. Remove concrete minimum of 1" clearance around rebar for application and bonding of new mortar to entire periphery of exposed rebar if the following surface conditions exist:
 - 1. 50% or more of periphery around rebar is exposed during removal of concrete.
 - 2. 25% or more of periphery around rebar is exposed during removal of concrete and corrosion has eventuated to the extent that loss of section has occurred.
 - 3. Bond between existing concrete and reinforcement has deteriorated.
- E. Clean exposed reinforcing bars of rust and concrete, and coat with flexible cementitious rebar coating.
- F. Maintain surface areas free of slurry where concrete has been removed. Remove slurry from prepared areas before new mortar is applied.
- G. Clean surface areas to be filled with new mortar of laitance and contamination by high pressure water blasting not more than 24 hours before applying bonding agent, Saturated Surface Dry (SSD) existing concrete at time of application of mortar.

3.3 Low Pressure Spray Mortar Application

- A. Apply mortar according to manufacturer's written instructions.
- B. Finish mortar with a hand float application to smooth even surface matching adjacent concrete. Provide finishing aid at full strength.
- C. Bonding Agent:
 - 1. Hand apply bonding agent within 20 minutes of troweling on mortar. Prevent bonding agent from drying by reapplying bonding agent to maintain surface tackiness of coat.
 - 2. Work mortar firmly and quickly into area and compact with firm trowel stroke. Finish smooth with finishing aid at full strength.

3.4 Polymer-Modified Repair Mortar Application for Repair of Horizontal Surfaces

- A. Apply mortar according to manufacturer's written instructions.
- B. Work material firmly into the side and bottom of patch to assure a good bond. Level repair mortar and screed to elevation of existing concrete.
- C. Finish to same texture as existing concrete around patch.

- D. Use self-leveling mixture where appropriate to obtain uniform or plane surface.
- E. Use manufacturer's standard bonding agent for applications of old to new concrete and as otherwise recommended by manufacturer.

3.5 Curing

- A. Water fog nozzle all of the mortar systems prior to curing in accordance with mortar system Manufacturer's instructions.
- B. Commence water curing after mortar system application and when curing will not cause erosion of mortar.
- C. Continuously cure mortar system for a period of 7 days.
- D. Do not cure membrane, unless method is part of mortar system Manufacturer's instructions and approval has been obtained.

3.6 Field Quality Control

- A. Independent testing laboratory shall perform the following:
 - 1. Obtain actual core samples from the completed repair Work and test, if periodic testing is required by the Owner or as required by Engineer.
 - 2. Perform "modified" ASTM C 109 and ASTM C 882 test methods in accordance with manufacturer's approved modifications of testing procedures.
- B. Construction Testing:
 - 1. Production Samples:
 - a. Obtain mixed mortar material from shotcrete or spray equipment and produce samples, and cure samples prior to testing.
 - b. Provide minimum of three samples each test for each 1,000 square feet or portion thereof of mortar repair to be installed.
 - 2. Core Samples of In-Place Repair:
 - a. Obtain two core samples and test samples for each 2,000 square feet or portion thereof for actual repair Work:
 - b. Cores shall be either 2-1/2" or 3" in diameter and shall be cored through cured mortar repair and into base concrete to total depth equal to at least 2.5 times repair mortar thickness.
 - c. Sawcut the cores after removal to trim base concrete thickness to same thickness as mortar so that bond line is at center of repaired sample.

- d. Samples shall be epoxy bonded to steel plates at each end using a bonding agent to prevent failure in bond to steel plates.
 - e. Sustain bond line without failure or movement with a minimum of 300 psi in direct tension. The tension test shall use eyebolts or threaded connectors tapped and threaded into base plate so that tension load is concentric with center of core sample.
- C. Repair and fill holes where core samples have been removed using same mortar used in repair.

3.7 Manufacturer's Services

- A. Provide mortar system manufacturer's representative at site for installation assistance, inspection and certification of proper installation, and training of mortar system applicators.

3.8 Protection

- A. Protect adjacent surfaces, and equipment, from being damaged by overshooting of low pressure spray mortar.

3.9 Cleaning

- A. Remove overshoot mortar and deposited rebound materials as Work proceeds. Remove from Work, waste materials, unsound material from concrete surfaces, material chipped from walls, water used in preparation of application and finishing.

END OF SECTION

Part 1 General

1.1 Related Documents

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

1.2 Summary

- A. Section Includes: Rehabilitation and repair of existing structure(s) as directed by the engineer.
 - 1. Removal of deteriorated concrete and subsequent replacement and patching.
 - 2. Structural reinforcement.

1.3 Pre-Installation Meetings

- A. Pre-installation Conference: Conduct conference at Project site.
 - 1. Review methods and procedures related to concrete maintenance including, but not limited to, the following:
 - a. Verify concrete-maintenance specialist's personnel, equipment, and facilities needed to make progress and avoid delays.
 - b. Materials, material application, sequencing, tolerances, and required clearances.
 - c. Quality-control program.
 - d. Coordination with Owner and Engineer.
 - 1) Owner to drain basins for access to structures.
 - 2) Engineer to inspect conditions and determine applicable repair types.

1.4 Action Submittals

- A. Product Data: For each type of product.
 - 1. Include construction details, material descriptions, chemical composition, physical properties, test data, and mixing, preparation, and application instructions.

1.5 Informational Submittals

- A. Qualification Data: For concrete-maintenance specialist and manufacturers.
- B. Material Certificates: For each type of cement and aggregate supplied for mixing or adding to products at Project site.
- C. Product Test Reports: For each manufactured bonding agent, cementitious patching mortar, joint-filler, crack-injection adhesive, polymer overlay, polymer sealer, and composite structural reinforcement, for tests performed by manufacturer and witnessed by a qualified testing agency.
- D. Field quality-control reports.
- E. Quality-Control Program: Submit before work begins.

1.6 Quality Assurance

- A. Manufacturer Qualifications: Each manufacturer shall employ factory-authorized service representatives who are available for consultation and Project-site inspection and on-site assistance.
- B. Concrete-Maintenance Specialist Qualifications: Engage an experienced concrete-maintenance firm that employs installers and supervisors who are trained and approved by manufacturer to perform work of this Section. Firm shall have completed work similar in material, design, and extent to that indicated for this Project with a record of successful in-service performance. Experience in only installing or patching new concrete is insufficient experience for concrete-maintenance work.
 - 1. Field Supervision: Concrete-maintenance specialist firm shall maintain experienced full-time supervisors on Project site during times that concrete-maintenance work is in progress.
- C. Quality-Control Program: Prepare a written plan for concrete maintenance to systematically demonstrate the ability of personnel to properly perform maintenance work, including each phase or process, protection of surrounding materials during operations, and control of debris and runoff during the Work. Describe in detail materials, methods, equipment, and sequence of operations to be used for each phase of the Work.

1.7 Delivery, Storage, and Handling

- A. Comply with manufacturer's written instructions for minimum and maximum temperature requirements and other conditions for storage.
- B. Store cementitious materials off the ground, under cover, and in a dry location.
- C. Store aggregates covered and in a dry location; maintain grading and other required

characteristics and prevent contamination.

1.8 Field Conditions

- A. General: All products shall be installed according to manufacturer's instructions. Consult product manufacturer for environmental limitations.
- B. Cold-Weather Requirements for Cementitious Materials: Do not apply unless concrete-surface and air temperatures are above 40 deg F (5 deg C) and will remain so for at least 48 hours after completion of Work.
 - 1. If mean daily air temperature falls below 40 deg F (5 deg C), cover completed Work with weather-resistant insulating blankets for 48 hours after repair or provide enclosure and heat to maintain temperatures above 40 deg F (5 deg C) within the enclosure for 48 hours after repair.
- C. Hot-Weather Requirements for Cementitious Materials: Protect repair work when temperature and humidity conditions produce excessive evaporation of water from patching materials. Provide artificial shade and wind breaks, and use cooled materials as required. Do not apply to substrates with temperatures of 90 deg F (32 deg C) and above.

Part 2 Products

2.1 Manufacturers Equivalent To:

- A. Source Limitations: For repair products, obtain each color, grade, finish, type, and variety of product from single source and from single manufacturer with resources to provide products of consistent quality in appearance and physical properties.

2.2 Bonding Agents

- A. Epoxy-Modified, Cementitious Bonding and Anticorrosion Agent: Manufactured product that consists of water-insensitive epoxy adhesive, portland cement, and water-based solution of corrosion-inhibiting chemicals that forms a protective film on steel reinforcement.
 - 1. BASF Corporation; MasterEmaco P 124.
 - 2. Euclid Chemical Co; Duralprep A.C.
 - 3. Sika USA; Armatec 110 EpoCem.

2.3 Patching Mortar

- A. Refer to Section 03 01 00 - Concrete Surface Repair Systems.

2.4 Structural Reinforcement Materials

- A. Refer to Section 03 20 00 - Concrete Reinforcement.

2.5 Miscellaneous Materials

- A. Portland Cement: ASTM C 150/C 150M, Type I/II.
- B. Water: Potable.

2.6 Mixes

- A. General: Mix products, in clean containers, according to manufacturer's written instructions.
 - 1. Do not add water, thinners, or additives unless recommended by manufacturer.
 - 2. When practical, use manufacturer's premeasured packages to ensure that materials are mixed in proper proportions. When premeasured packages are not used, measure ingredients using graduated measuring containers; do not estimate quantities or use shovel or trowel as unit of measure.
 - 3. Do not mix more materials than can be used within time limits recommended by manufacturer. Discard materials that have begun to set.
- B. Dry-Pack Mortar: Mix required type(s) of patching-mortar dry ingredients with just enough liquid to form damp cohesive mixture that can be squeezed by hand into a ball but is not plastic.
- C. Concrete: Comply with Section 03 30 00 - Cast-in-Place Concrete.

Part 3 Execution

3.1 Concrete Maintenance

- A. Have concrete-maintenance work performed only by qualified concrete-maintenance specialist with at least 2-years' experience using the product(s) being installed and a history with projects of similar size and quantities.
- B. Comply with manufacturers' written instructions for surface preparation and product application.

3.2 Examination

- A. Notify Engineer seven days in advance of date when areas of deteriorated or delaminated concrete and deteriorated reinforcing bars will be cleaned for inspection.

1. Contractor shall use high-pressure water blasting to remove any debris, foreign material, or loose concrete from the designated areas to be inspected.
 2. Upon completion of the surface cleaning, the Engineer and Contractor shall inspect the designated areas to determine the type and quantity of the repairs.
- B. Perform surveys as the Work progresses to detect hazards resulting from concrete-maintenance work.

3.3 Preparation

- A. Ensure that supervisory personnel are on-site and on duty when concrete maintenance work begins and during its progress.
- B. Protect persons, motor vehicles, surrounding surfaces of building being repaired, building site, plants, and surrounding buildings from harm resulting from concrete maintenance work.
1. Comply with each product manufacturer's written instructions for protections and precautions. Protect against adverse effects of products and procedures on people and adjacent materials, components, and vegetation.
 2. Use only proven protection methods appropriate to each area and surface being protected.
 3. Provide temporary barricades, barriers, and directional signage to exclude public from areas where concrete maintenance work is being performed.
 4. Erect temporary protective covers over walkways and at points of pedestrian and vehicular entrance and exit that must remain in service during course of concrete maintenance work.
 5. Contain dust and debris generated by concrete maintenance work and prevent it from reaching the public or adjacent surfaces.
 6. Use water-mist sprinkling and other wet methods to control dust only with adequate, approved procedures and equipment that ensure that such water will not create a hazard or adversely affect other building areas or materials.
 7. Protect floors and other surfaces along haul routes from damage, wear, and staining.
 8. Protect adjacent surfaces and equipment by covering them with heavy polyethylene film and waterproof masking tape. If practical, remove items, store, and reinstall after potentially damaging operations are complete.
 9. Neutralize and collect alkaline and acid wastes for disposal off Owner's property.
 10. Dispose of debris and runoff from operations by legal means and in a manner

which prevents soil erosion, undermining of paving and foundations, damage to landscaping, and water penetration into building interiors.

- C. Existing Drains: Prior to the start of work in an area, test drainage system to ensure that it is functioning properly. Notify Engineer immediately of inadequate drainage or blockage. Do not begin work in an area until the drainage system is in working order.
1. Prevent solids such as aggregate or mortar residue from entering the drainage system. Clean out drains and drain lines that become sluggish or blocked by sand or other materials resulting from concrete maintenance work.
- D. Preparation for Concrete Removal: Examine construction to be repaired to determine best methods to safely and effectively perform concrete maintenance work. Examine adjacent work to determine what protective measures will be necessary. Make explorations, probes, and inquiries as necessary to determine condition of construction to be removed in the course of repair.
1. Verify that affected utilities have been disconnected and capped.
 2. Inventory and record the condition of items to be removed for reinstallation or salvage.
- E. Reinforcing-Bar Preparation: Remove rust from exposed reinforcing bars by high-pressure water cleaning, abrasive blast cleaning, or wire brushing.
1. Where section loss of reinforcing bar is more than 25 percent, or 20 percent in two or more adjacent bars, cut bars and remove and replace.
 2. Remove additional concrete as necessary to provide at least 1-1/2-inch clear cover at existing and replacement bars.
 3. Splice replacement bars to existing bars according to ACI 318 by lapping, welding, or using mechanical couplings.
- F. Surface Preparation for Structural Reinforcement: Clean concrete where reinforcement and epoxy patching mortar is to be placed by low-pressure water cleaning to remove dirt, oils, films, and other materials detrimental to epoxy patching mortar.
1. Roughen surface of concrete by sand blasting.
 2. Remove delaminated material and deteriorated concrete surface material around the full circumference of the reinforcing a minimum of $\frac{3}{4}$ ". Concrete removal shall extend along the reinforcing until sound reinforcing is exposed.
 3. Sweep and vacuum roughened surface to remove debris.

3.4 Concrete Removal

- A. Do not overload structural elements with debris.
- B. Remove deteriorated and delaminated concrete by breaking up and dislodging from reinforcement.
- C. Remove additional concrete if necessary to provide a depth of removal of at least 1/2 inch over entire removal area.
- D. Where half or more of the perimeter of reinforcing bar is exposed, bond between reinforcing bar and surrounding concrete is broken, or reinforcing bar is corroded, remove concrete from entire perimeter of bar and to provide at least 3/4-inch clearance around bar.
- E. Test areas where concrete has been removed by tapping with hammer and remove additional concrete until unsound and disbonded concrete is completely removed.
- F. Thoroughly clean removal areas of loose concrete, dust, and debris.

3.5 Bonding Agent Application

- A. Epoxy-Modified, Cementitious Bonding and Anticorrosion Agent: Apply to reinforcing bars and concrete by stiff brush or hopper spray according to manufacturer's written instructions.
- B. Apply to reinforcing bars in two coats, allowing first coat to dry two to three hours before applying second coat. Allow to dry before placing patching mortar or concrete.

3.6 Patching Mortar Application

- A. Refer to Section 03 01 00 - Concrete Surface Repair.

3.7 Dry-Pack-Mortar Application

- A. Use dry-pack mortar for deep cavities. Place as specified in this article unless otherwise recommended in writing by manufacturer.
 - 1. Provide forms where necessary to confine patch to required shape.
 - 2. Wet substrate and forms thoroughly and then remove standing water.
- B. Pretreatment: Apply specified bonding agent.
- C. Place dry-pack mortar into cavity by hand, and compact tightly into place. Do not place more material at a time than can be properly compacted. Continue placing and compacting until patch is approximately level with surrounding surface.

- D. After cavity is filled and patch is compacted, trowel surface to match profile and finish of surrounding concrete. A thin coat of patching mortar may be troweled into the surface of patch to help obtain required finish.
- E. Wet-cure patch for not less than seven days by water-fog spray or water-saturated absorptive cover.

3.8 Concrete Placement

- A. Place concrete according to Section 03 30 00 - Cast-in-Place Concrete and as specified in this article.
- B. Pretreatment: Apply epoxy-modified, cementitious bonding and anticorrosion agent to reinforcement and concrete substrate.
- C. Fill placement cavities with dry-pack mortar and repair voids with patching mortar. Finish to match surrounding concrete.

3.9 Structural Reinforcement Application

- A. Refer to Section 03 20 00 - Concrete Reinforcement.

3.10 Field Quality Control

- A. Testing Agency: Engage a qualified testing agency to perform tests and inspections.
- B. Perform the following tests and inspections:
 - 1. Packaged, Cementitious Patching Mortar: Four randomly selected sets of samples for each type of mortar required, tested according to ASTM C 928/C 928M.
 - 2. Concrete: As specified in Section 03 30 00 - Cast-in-Place Concrete.
- C. Product will be considered defective if it does not pass tests and inspections.
- D. Prepare test and inspection reports.
- E. Manufacturers Field Service: Engage manufacturers' factory-authorized service representatives for consultation and Project-site inspection and to provide on-site assistance when requested by Engineer.

1. Have manufacturers' factory-authorized service representatives perform the following number of Project-site inspections to observe progress and quality of the Work, distributed over the period of product installation, regardless of on-site assistance requested by Engineer:
 - a. Bonding-Agent and Packaged Patching-Mortar Installation: Three inspections.
 - b. Joint-Filler Installation: Two inspections.

END OF SECTION

Part 1 General

1.1 Summary

A. Section Includes:

1. Epoxy/polyurethane injection system.

B. Related Sections:

1. The Contract Documents are complementary; what is called for by one is as binding as if called for by all.
2. It is the Contractor's responsibility for scheduling and coordinating the Work of subcontractors, suppliers, and other individuals or entities performing or furnishing any Contractor's Work.

1.2 Unit Price

A. Work of this Section is affected by unit prices specified in Item 3 of the Bid Form 00 41 00.

1. Unit prices apply to authorized work covered by estimated quantities.
2. Unit prices apply to authorized additions to and deletions from the Work as authorized by Change Orders.

B. General: Unit prices include the cost of preparing existing construction to receive the work indicated and costs of field quality control required for units of work completed.

1.3 References

A. ASTM International (ASTM):

1. D 638, Standard Test Method for Tensile Properties of Plastics.
2. D 648, Standard Test Method for Deflection of Plastics under Flexural Load.
3. D 695, Standard Test Method for Compressive Properties of Rigid Plastics.
4. D 790, Standard Test Methods for Flexural Properties of Unreinforced and Reinforced Plastics and Electrical Insulating Materials.

1.4 Definitions

A. Epoxy/polyurethane Injection Repair Areas: Areas deemed to be defective and requiring large crack repair.

Concrete Repair Crack Injection

- B. Defective Areas: Surface defects that include honeycomb, rock pockets, and indentations greater than 3/16"; cracks 0.010" wide and larger, as well as any crack that leaks, for hydraulic structures and below grade habitable spaces; cracks 0.015" wide and larger in non-hydraulic structures; spalls; chips; air bubbles greater than 3/4" in diameter; pinholes; bug holes; embedded debris; fins and other projections; form pop-outs; texture irregularities; and stains that cannot be removed by cleaning.
- C. Large Cracks: Wider than 0.015".
- D. Small Cracks: Width greater than or equal to 0.010" and less than or equal to 0.015", as well as any smaller cracks that leak.

1.5 Submittals

- A. Information Submittals:
 - 1. Manufacturer's recommended surface preparation procedures and application instructions for epoxy or polyurethane injection system.
 - 2. Manufacturer's product data for epoxy/polyurethane injection system.
 - 3. Statements of Qualification for Epoxy/Polyurethane Injection Material:
 - a. Manufacturer's site representative.
 - b. Injection applicator.
 - c. Injection pump operating technician.

1.6 Quality Assurance

- A. Qualifications for Epoxy/Polyurethane Injection Staff:
 - 1. Manufacturer's Site Representative:
 - a. Capable of instructing successful methods for restoring concrete structures utilizing injection process.
 - b. Understands and is capable of explaining technical aspects of correct material selection and use.
 - c. Experienced in the operation, maintenance, and troubleshooting of application equipment.
 - 2. Injection crew and job foreman shall provide written and verifiable evidence showing compliance with the following requirements:
 - a. Licensed and certified by epoxy/polyurethane Manufacturer.
 - b. Minimum 3 years' experience in successful epoxy/polyurethane injection for at least 10,000 linear feet of successful crack injection including 2,000 linear feet of wet crack injection to stop water leakage.

- B. NSF 61 Compliance: All products used on concrete that will be in contact with potable water shall be certified in compliance with NSF 61.

1.7 Delivery, Storage, and Handling

- A. Packing and Shipping: Package adhesive material in new sealed containers and label with following information:
 - 1. Manufacturer's name.
 - 2. Product name and lot number.
 - 3. ANSI Hazard Classification (formerly SPI Classification).
 - 4. ANSI recommended precautions for handling.
 - 5. Mix ratio by volume.
- B. Storage and Protection: Store adhesive containers at ambient temperatures below 120 °F and above 32 °F.

Part 2 Products

2.1 Manufacturers

- A. Epoxy Injection Material equivalent to:
 - 1. Sika USA; Sikadur-52 N/LP (or approved equivalent).
- B. Polyurethane Injection Material equivalent to:
 - 1. Sika USA; Sika Injection-215 (or approved equivalent).
 - 2. Sika USA; Sika Injection-304 (or approved equivalent).
 - 3. Sika USA; Sika Injection-307 (or approved equivalent).

2.2 Surface Seal

- A. Sufficient strength and adhesion for holding injection fittings firmly in-place, and to resist pressures preventing leakage during injection.
- B. Capable of removal after injection adhesive has cured.

Part 3 Execution

3.1 General

- A. Large Cracks: Repair by injection of epoxy or polyurethane as noted on drawings.
- B. Small Cracks: Repair according to 03 01 00 - Concrete Surface Repair Systems.

3.2 Preparation

- A. Clean cracks in accordance with epoxy/polyurethane manufacturer's instructions.
- B. Clean surfaces adjacent to cracks from dirt, dust, grease, oil, efflorescence, and other foreign matter detrimental to bond of surface seal system.
- C. Do not use acids and corrosives for cleaning, unless neutralized prior to injecting epoxy/polyurethane.

3.3 Application

- A. Sealing: Apply surface seal in accordance with Manufacturer's instructions to designated crack face prior to injection. Seal surface of crack to prevent escape of injection epoxy/polyurethane.
- B. Entry Ports:
 - 1. Determine space between entry ports equal to thickness of concrete member to allow epoxy/polyurethane to penetrate to the full thickness of the wall.
 - 2. Clean entry ports after drilling.
 - 3. Space entry ports close together to allow adjustment of injection pressure to obtain minimum loss of epoxy/polyurethane to soil at locations where:
 - a. Cracks extend entirely through wall.
 - b. Backfill of walls on one side.
 - c. Difficult to excavate behind wall to seal both crack surfaces.
- C. Epoxy/polyurethane Injection:
 - 1. Store epoxy/polyurethane at minimum of 70 °F.
 - 2. Start injection into each crack at lowest elevation entry port.
 - 3. Continue injection at first port until adhesive begins to flow out of port at next highest elevation.
 - 4. Plug first port and start injection at second port until adhesive flows from next port.
 - 5. Inject entire crack with same sequence.
- D. Finishing:
 - 1. Cure epoxy/polyurethane adhesive after cracks have been completely filled to allow surface seal removal without draining or runback of epoxy/polyurethane material from cracks.
 - 2. Remove surface seal from cured injection adhesive.

3. Finish crack face flush with adjacent concrete.
4. Indentations or protrusions caused by placement of entry ports are not acceptable.
5. Remove surface seal material and injection adhesive runs and spills from concrete surfaces.

3.4 Equipment

- A. Portable, positive displacement type pumps with in-line metering to mix two adhesive components, and inject mixture into crack, and as required by injection system manufacturer.

3.5 Field Quality Control

- A. Epoxy/Polyurethane Adhesive Two Component Ratio Tests:
 1. Disconnect mixing head and pump two adhesive components simultaneously through ratio check device.
 2. Adjust discharge pressure to 160 psi for both adhesive components.
 3. Simultaneously discharge both adhesive components into separate calibrated containers.
 4. Compare amounts simultaneously discharged into calibrated containers during same time period to determine mix ratio.
 5. Complete test at 160 psi discharge pressure and repeat procedure for 0 psi discharge pressure.
 6. Run ratio test for each injection unit at beginning and end of each injection work day, and when injection work has stopped for more than 1-hour.
 7. Document and maintain complete accurate records of ratios and pressure checks.
- B. Injection Pressure Test:
 1. Disconnect mixing head of injection equipment and connect two adhesive component delivery lines to pressure check device.
 2. Pressure Check Device:
 - a. Two independent valved nozzles capable of controlling flow rate and pressure by opening or closing of valve.
 - b. Pressure gauge capable of sensing pressure buildup behind each valve.
 3. Close valves on pressure check device and operate equipment until gauge pressure on each line reads 160 psi.

Concrete Repair Crack Injection

4. Stop pumps and observe pressure; do not allow pressure gauge to drop below 150 psi within 3 minutes.
5. Run pressure test for each injection equipment unit:
 - a. Beginning and end of each injection work day.
 - b. When injection work has stopped for more than 1-hour.
6. Check tolerance to verify equipment capable of meeting specified ratio tolerance.

END OF SECTION

Part 1 General

1.1 Work Included

- A. Surface preparation.
- B. Field application of paints and other coatings.
- C. Scope: Finish all interior and exterior surfaces exposed to view, unless fully factory-finished and unless otherwise indicated.
- D. Do Not Paint or Finish the Following Items:
 - 1. Items fully factory-finished unless specifically so indicated; materials and products having factory-applied primers are not considered factory finished.
 - 2. Items indicated to receive other finishes.
 - 3. Items indicated to remain unfinished.
 - 4. Fire rating labels, equipment serial number and capacity labels, and operating parts of equipment.
 - 5. Stainless steel, anodized aluminum, bronze, terne, and lead items.
 - 6. Floors, unless specifically so indicated.
 - 7. Glass.
 - 8. Concrete masonry in utility, mechanical, and electrical spaces.
 - 9. Concealed pipes, ducts, and conduits.
 - 10. Operating parts or machined surfaces.

1.2 Definitions

- A. Conform to ASTM D16 for interpretation of terms used in this section.

1.3 Submittals

- A. See Section 01 33 00 – Submittal Procedures for submittal procedures.
- B. Product Data: Provide data on all finishing products, including VOC content.
- C. Samples: Submit two paper chip samples, 3" x 5" inch (76.2 x 127 mm) in size illustrating range of colors and textures available for each surface finishing product scheduled.

Paint

- D. Paint Schedule: Provide list, by process area or building, of all surfaces to be coated, with selected coating system identified. Where required colors are identified in other Sections, provide color chart and identify required colors on paint schedule. Where required colors are not identified, leave space for Owner to provide selected color.
- E. Piping Identification layout and colors.
- F. Certificates
 - 1. Applicator's Qualifications.
 - 2. Qualification Testing laboratory for coatings.
 - 3. Indoor Air Quality data for Paints and Primers.
 - a. For occupied indoor spaces, provide paint and coating products certified to meet indoor air quality requirements by UL 2818 (Greenguard) Gold, SCS Global Services Indoor Advantage Gold or provide certification by other third-party programs. Provide current product certification documentation from certification body.
- G. Manufacturer's Instructions
 - 1. Application Instructions: Indicate special surface preparation procedures.
 - 2. Mixing: Detailed mixing instructions, minimum and maximum application temperature and humidity, potlife, and curing and drying times between coats.
 - 3. Manufacturer's Safety Data Sheets.
- H. Maintenance Data: Submit data on cleaning, touch-up, and repair of painted and coated surfaces.
- I. Maintenance Materials: Furnish the following for Owner's use in maintenance of project.
 - 1. See Section 01 78 43 - Spare Parts and Special Tools, for additional provisions.
 - 2. Extra Paint and Coatings: 1 gallon (4 L) of each color; store where directed.
 - 3. Label each container with color in addition to the manufacturer's label.

1.4 Quality Assurance

- A. Required Standards: Coatings subcontractor shall have and maintain on-site during all coating operations the proper industrial standards for use by the Owner or Owner's representative. Industrial standards to be maintained on-site include:
 - 1. SSPC (Structural Steel Painting Council) Steel Structures Painting Manual, Volume 1.
 - 2. SSPC-VIS-1 - Pictorial Surface Preparation Standards for Painting Steel Surfaces.

- B. Required Inspection Tools: Coatings subcontractor shall have and maintain on-site during all coating operations the proper industrial paint inspection tools for use by the Owner or Owner's representative. Inspection tools to be maintained on-site shall include, as appropriate:
1. Sling psychrometer kit
 2. Testex tape kit
 3. Zahn Cups Nos. 2, 3, 4 and 5 with a thermometer for air spray paint
 4. Nordsen Mikrotest or equal wet mil gauge
 5. National Bureau of Standard Calibration Chips
 6. Took Gauge
 7. Elcometer 10612 Pull Off Adhesion gauge with aluminum dollies and epoxy glue
- C. Contractor shall obtain, from the supplier/manufacturer, material safety data sheets (MSDS) for all products, as well as any other special handling, application and cleanup precautions or recommendations. Contractor shall be responsible to follow these safety recommendations and precautions.
- D. Single Source Responsibility: Provide primers and other undercoat paint produced by the same manufacturer as finish coats. Use only thinner approved by paint manufacturer and use only within recommended limits.
- E. NSF Approval: All coating materials in contact with potable water shall comply with ANSI/NSF Standards 61 and NSF 600, latest revision.

1.5 Qualifications

- A. Manufacturer: Company specializing in manufacturing the products specified in this section with minimum five years' experience in utility applications. The paints and paint products mentioned in the following specifications are set up as standards of quality. No request for substitution will be considered which decreases the film thickness and/or the number of coats to be applied, or which offers a change from the generic type of coating specified.
- B. Applicator's Qualifications:
1. Submit the name, address, telephone number, fax number, and e-mail address of the contractor that will be performing all surface preparation and coating application. Submit evidence that key personnel have successfully performed surface preparation and application of coatings on existing exterior concrete on a minimum of five similar projects within the past five years. List information by individual and include the following:
 - a. Name of individual and proposed position for this work.

- b. Information about each previous assignment including:
 - 1) Position or responsibility.
 - 2) Employer (if other than the Contractor).
 - 3) Name of facility owner.
 - 4) Mailing address, telephone number, and telex number (if non-US) of facility owner.
 - 5) Name of individual in facility owner's organization who can be contacted as a reference.
 - 6) Location, size and description of structure.
 - 7) Dates work was carried out.
 - 8) Description of work carried out on structure].

1.6 Regulatory Requirements

- A. Environmental Protection
 - 1. In addition to requirements specified elsewhere for environmental protection, provide coating materials that conform to the restrictions of the local or regional jurisdiction. Notify Engineer of any paint specified herein which fails to conform.
- B. Lead Content: Do not use coatings having a lead content over 0.06 percent by weight of non-volatile content.
- C. Chromate Content: Do not use coatings containing zinc-chromate or strontium-chromate.
- D. Asbestos Content: Provide asbestos-free materials.
- E. Mercury Content: Provide materials free of mercury or mercury compounds.
- F. Silica: Provide abrasive blast media containing no free crystalline silica.
- G. Human Carcinogens: Provide materials that do not contain ACGIH 0100 confirmed human carcinogens (A1) or suspected human carcinogens (A2).

1.7 Delivery, Storage, and Handling

- A. Deliver products to site in sealed and labeled containers; inspect to verify acceptability.
- B. Container Label: Include manufacturer's name, type of paint, brand name, lot number, brand code, coverage, surface preparation, drying time, cleanup requirements, color designation, and instructions for mixing and reducing.

- C. Paint Materials: Store at minimum ambient temperature of 45 degrees F (7 degrees C) and a maximum of 90 degrees F (32 degrees C), in ventilated area, and as required by manufacturer's instructions.
- D. Furnish pigmented paints in containers not larger than five gallons.
- E. Do not store paint, polyurethane, varnish, or wood stain products with materials that have a high capacity to adsorb VOC emissions. Do not store paint, polyurethane, varnish, or wood stain products in occupied spaces.

1.8 Field Conditions

- A. Coatings shall be applied during good painting weather. Air and surface temperatures shall be within limits prescribed by the manufacturer for the coating being applied and work areas shall be reasonably free of airborne dust at the time of application and while coating is drying.
- B. Follow manufacturer's recommended procedures for producing best results, including testing of substrates, moisture in substrates, and humidity and temperature limitations.
- C. Provide lighting level of 80 ft candles (860 lx) measured mid-height at substrate surface.

1.9 Coordination

- A. Coordinate work under provisions of Division 1.
- B. Coordination of Work: review other sections of these specifications in which prime paints are to be provided to ensure compatibility of total coatings system for various substrates. Upon request from other trades, furnish information or characteristics of finish materials provided for use, to ensure compatible prime coats are used.

Part 2 Products

2.1 Materials

- A. All materials specified herein shall be as manufactured by:
 - 1. TNEMEC Co., Inc., North Kansas City, Missouri.
 - 2. Carboline, St. Louis, Missouri.
 - 3. Induron, Birmingham, Alabama.
 - 4. The Sherwin-Williams Company, Cleveland, Ohio.
 - 5. These products are specified to establish standards of quality and are approved for use on this project.

Paint

- B. Colors, where not specified, shall be as selected by the A/E from the paint manufacturer's color chart. All colors shall be certified lead free.
 - 1. In finished areas, finish pipes, ducts, conduit, and equipment the same color as the wall/ceiling they are mounted on/under.
 - 2. In utility areas, finish equipment, piping, conduit, and exposed duct work in colors according to the color coding scheme indicated.

2.2 Paints and Coatings - General

- A. Paints and Coatings: Ready mixed, unless intended to be a field-catalyzed coating.
 - 1. Provide paints and coatings of a soft paste consistency, capable of being readily and uniformly dispersed to a homogeneous coating, with good flow and brushing properties, and capable of drying or curing free of streaks or sags.
 - 2. Provide materials that are compatible with one another and the substrates indicated under conditions of service and application, as demonstrated by manufacturer based on testing and field experience.
 - 3. For opaque finishes, tint each coat including primer coat and intermediate coats, one-half shade lighter than succeeding coat, with final finish coat as base color.
 - 4. Supply each coating material in quantity required to complete entire project's work from a single production run.
 - 5. Do not reduce, thin, or dilute coatings or add materials to coatings unless such procedure is specifically described in manufacturer's product instructions.
- B. Primers: Where the manufacturer offers options on primers for a particular substrate, use primer categorized as "best" by the manufacturer.
- C. Volatile Organic Compound (VOC) Content: Provide coatings that comply with the most stringent requirements specified in the following:
 - 1. Local or state regulations
 - 2. 40 CFR 59, Subpart D - National Volatile Organic Compound Emission Standards for Architectural Coatings.

3. Determination of VOC Content: Testing and calculation in accordance with 40 CFR 59, Subpart D (EPA Method 24), exclusive of colorants added to a tint base and water added at project site; or other method acceptable to authorities having jurisdiction.

Part 3 Execution

3.1 Examination

- A. Verify that surfaces are ready to receive work as instructed by the product manufacturer.
- B. Examine surfaces scheduled to be finished prior to commencement of work. Report any condition that may potentially affect proper application.
- C. Test shop-applied primer for compatibility with subsequent cover materials.
- D. Measure moisture content of surfaces using an electronic moisture meter. Do not apply finishes unless moisture content of surfaces are below the following maximums:
 1. Masonry, Concrete, and Concrete Unit Masonry: 12 percent.
 2. Concrete Floors and Traffic Surfaces: 8 percent.

3.2 Protection of Areas and Spaces Not to be Painted

- A. Prior to surface preparation and coating applications, remove, mask, or otherwise protect hardware, hardware accessories, machined surfaces, radiator covers, plates, lighting fixtures, public and private property, and other such items not to be coated that are in contact with surfaces to be coated.
- B. Following completion of painting, reinstall removed items by workmen skilled in the trades.
- C. Restore surfaces contaminated by coating materials, to original condition and repair damaged items.

3.3 Surface Preparation

- A. Records establishing the composition of materials in the coating systems, if available, may assist in a preliminary review of planned surface preparation and disposal.
- B. Generally an overall assessment of applicable regulations for personnel and environmental protection will be required, with appropriate sampling and testing, followed by use of proper material control procedures.
- C. Compatibility of the existing coating system with a planned repair or overcoating system should be determined by procedures such as the following:
- D. Identification of the existing topcoat and any undercoats that will be exposed, by consulting local records.

- E. If binder extraction is possible, ASTM D2621, "Infrared Identification of Vehicle Solids from Solvent-Reducible Paints," can be used for vehicle identification.
- F. General compatibility considerations and chart listings of expected relationships between binder types are given in MPI Evaluation of systems, "Transition Coat and Architectural Paint Compatibility Chart". Consult coating specialist codes regarding questionable compatibilities indicated in the chart.
- G. For some maintenance operations, use of ASTM D5064, "Standard Practice for Conducting a Patch Test to Assess Coating Compatibility," may be warranted. Interpretation of the results of patch testing is not always straight-forward, therefore, consult appropriate coating specialists when considering patch testing.
- H. Clean surfaces thoroughly and correct defects prior to coating application.
 - 1. Remove dirt, splinters, loose particles, grease, oil, and other foreign matter and substances deleterious to coating performance as specified for each substrate before application of paint or surface treatments.
 - 2. Remove oil and grease prior to mechanical cleaning.
- I. Schedule cleaning so that dust and other contaminants will not fall on wet, newly painted surfaces. Spot-prime exposed ferrous metals such as nail heads on or in contact with surfaces to be painted with water-thinned paints, with a suitable corrosion-inhibitive primer capable of preventing flash rusting and compatible with the coating specified for the adjacent areas.
- J. Prepare surfaces using the methods recommended by the manufacturer for achieving the best result for the substrate under the project conditions.
- K. Additional Requirements for Preparation of Surfaces With Existing Coatings
 - 1. Before application of coatings, perform the following on surfaces covered by soundly-adhered coatings, defined as those which cannot be removed with a putty knife:
 - a. Test existing finishes for lead before sanding, scraping, or removing. If lead is present, refer to paragraph Toxic Materials.
 - b. Wipe previously painted surfaces to receive solvent-based coatings, except stucco and similarly rough surfaces clean with a clean, dry cloth saturated with mineral spirits, ASTM D235. Allow surface to dry.
 - 1) Wipe immediately preceding the application of the first coat of any coating, unless specified otherwise.
 - c. Sand existing glossy surfaces to be painted to reduce gloss. Brush, and wipe clean with a damp cloth to remove dust.
 - d. The requirements specified are minimum. Comply also with the application instructions of the paint manufacturer.

- e. Thoroughly clean previously painted surfaces of all grease, dirt, dust or other foreign matter.
- f. Remove blistering, cracking, flaking and peeling or otherwise deteriorated coatings.
- g. Remove chalk so that when tested in accordance with ASTM D4214, the chalk resistance rating is no less than 8.
- h. Roughen slick surfaces. Repair damaged areas such as, but not limited to, nail holes, cracks, chips, and spalls with suitable material to match adjacent undamaged areas.
- i. Feather and sand smooth edges of chipped paint.
- j. Clean rusty metal surfaces as per SSPC requirements. Use solvent, mechanical, or chemical cleaning methods to provide surfaces suitable for painting.
- k. Provide new, proposed coatings that are compatible with existing coatings.

L. Existing Coated Surfaces with Minor Defects

- 1. Sand, spackle, and treat minor defects to render them smooth. Minor defects are defined as scratches, nicks, cracks, gouges, spalls, alligatoring, chalking, and irregularities due to partial peeling of previous coatings. Remove chalking by sanding so that when tested in accordance with ASTM D4214, the chalk rating is not less than 8.

M. Removal of Existing Coatings

- 1. Remove existing coatings from the following surfaces:
 - a. Surfaces containing large areas of minor defects;
 - b. Surfaces containing more than 20 percent peeling area; and
 - c. Surfaces designated by the Engineer, such as surfaces where rust shows through existing coatings.

N. Substrate Repair

- 1. Repair substrate surface damaged during coating removal;
- 2. Sand edges of adjacent soundly-adhered existing coatings so they are tapered as smooth as practical to areas involved with coating removal; and
- 3. Clean and prime the substrate as specified.

3.4 Preparation Of Metal Surfaces

A. Existing and New Ferrous Surfaces

1. Ferrous Surfaces including Shop-coated Surfaces and Small Areas That Contain Rust, Mill Scale and Other Foreign Substances: detergent wash in accordance with SSPC SP 1 to remove oil and grease. Where shop coat is missing or damaged, clean according to requirements of painting schedule. Protect shop-coated ferrous surfaces from corrosion by treating and touching up corroded areas immediately upon detection.
2. Surfaces With More Than 20 Percent Rust, Mill Scale, and Other Foreign Substances: Clean entire surface in accordance with painting schedule.
3. Ductile Iron Pipe with Existing Coatings: Existing ductile iron pipes to be recoated shall have existing coating removed by abrasive blast cleaning in accordance with NAPF 500-03-04 for pipe and NAPF 500-03-05 for fittings.
4. Final Ferrous Surface Condition:
 - a. For tool cleaned surfaces, the requirements are stated in SSPC SP 2 and SSPC SP 3. Use as a visual reference, photographs in SSPC VIS 3 for the appearance of cleaned surfaces.
 - b. For abrasive blast cleaned surfaces, the requirements are stated in SSPC 7/NACE No.4, SSPC SP 6/NACE No.3, and SSPC SP 10/NACE No. 2. Use as a visual reference, photographs in SSPC VIS 1 for the appearance of cleaned surfaces.
 - c. For waterjet cleaned surfaces, the requirements are stated in SSPC SP 12/NACE No.5. Use as a visual reference, photographs in SSPC VIS 4/NACE VIS 7 for the appearance of cleaned surfaces.

B. Galvanized Surfaces

1. New or Existing Galvanized Surfaces With Only Dirt and Zinc Oxidation Products: Clean with non-alkaline detergent solution in accordance with SSPC SP 1. Completely remove coating by brush-off abrasive blast if the galvanized metal has been passivated or stabilized. Do not "passivate" or "stabilize" new galvanized steel to be coated. If the absence of hexavalent stain inhibitors is not documented, test as described in ASTM D6386, Appendix X2, and remove by one of the methods described therein.
2. Galvanized with Slight Coating Deterioration or with Little or No Rusting: Water jetting to SSPC SP 12/NACE No.5 WJ3 to remove loose coating from surfaces with less than 20 percent coating deterioration and no blistering, peeling, or cracking. Use inhibitor as recommended by the coating manufacturer to prevent rusting.

3. Galvanized With Severe Deteriorated Coating or Severe Rusting: Water jet to SSPC SP 12/NACE No.5 WJ3 degree of cleanliness.

C. Non-Ferrous Metallic Surfaces

1. Aluminum and aluminum-alloy, lead, copper, and other non-ferrous metal surfaces.

- a. Surface Cleaning: Solvent clean in accordance with SSPC SP 1 and wash with mild non-alkaline detergent to remove dirt and water soluble contaminants.

2. Terne-Coated Metal Surfaces

- a. Solvent clean surfaces with mineral spirits, ASTM D235. Wipe dry with clean, dry cloths.

D. Existing Surfaces with a Bituminous or Mastic-Type Coating

1. Remove chalk, mildew, and other loose material by washing with a solution of 1/2 cup trisodium phosphate, 1/4 cup household detergent, one quart 5 percent sodium hypochlorite solution and 3 quarts of warm water.

3.5 Preparation of Concrete and Cementitious Surface

A. Concrete

1. Curing: Allow concrete surfaces to cure at least 30 days before painting, and concrete slab on grade to cure at least 90 days before painting.

2. Surface Cleaning: Remove the following deleterious substances.

- a. Dirt, Grease, and Oil: Wash new and existing uncoated surfaces with a solution composed of 1/2 cup trisodium phosphate, 1/4 cup household detergent, and 4 quarts of warm water. Then rinse thoroughly with fresh water. For large areas, water blasting may be used.

- b. Fungus and Mold: Wash existing coated, and existing uncoated surfaces with a solution composed of 1/2 cup trisodium phosphate, 1/4 cup household detergent, 1 quart 5 percent sodium hypochlorite solution and 3 quarts of warm water. Rinse thoroughly with fresh water.

- c. Paint and Loose Particles: Remove by wire brushing.

- d. Efflorescence: Remove by scraping or wire brushing followed by washing with a 5 to 10 percent by weight aqueous solution of hydrochloric (muriatic) acid. Do not allow acid to remain on the surface for more than five minutes before rinsing with fresh water. Do not acid clean more than 4 square feet of surface, per workman, at one time.

3. Cosmetic Repair of Minor Defects: Repair or fill mortar joints and minor defects, including but not limited to spalls, in accordance with manufacturer's recommendations and prior to coating application.

B. Gypsum Board, Plaster, and Stucco

1. Surface Cleaning: Verify that plaster and stucco surfaces are free from loose matter and that gypsum board is dry. Remove loose dirt and dust by brushing with a soft brush, rubbing with a dry cloth, or vacuum-cleaning prior to application of the first coat material. A damp cloth or sponge may be used if paint will be water-based.
2. Repair of Minor Defects: Prior to painting, repair joints, cracks, holes, surface irregularities, and other minor defects with patching plaster or spackling compound and sand smooth.
3. Allowable Moisture Content: Latex coatings may be applied to damp surfaces, but not surfaces with droplets of water. Do not apply epoxies to damp surfaces as determined by ASTM D4263. Verify that new plaster to be coated has a maximum moisture content of 8 percent, when measured in accordance with ASTM D4444, Method A, unless otherwise authorized. In addition to moisture content requirements, allow new plaster to age a minimum of 30 days before preparation for painting.

3.6 Materials Preparation

- A. Mix and prepare painting materials in accordance with manufacturer's directions.
- B. Maintain containers used in mixing and application of paint in a clean condition free of foreign materials and residue.
- C. Stir materials before application to produce a mixture of uniform density, and stir as required during application. Do not stir surface film into material. Remove film and, if necessary, strain material before using.
- D. Two-Component Systems: Mix two-component systems in accordance with manufacturer's instructions. Follow recommendation by the manufacturer for any thinning of the first coat to ensure proper penetration and sealing for each type of substrate.

3.7 Application

- A. General: Apply paint in accordance with manufacturer's directions and with SSPC PA 1. SSPC PA 1 methods are applicable to all substrates, except as modified herein.. Use applicators and techniques best suited for substrate and type of material being applied.
 1. Provide finish coats which are compatible with prime paints used.
 2. Apply additional coats when undercoats, stains or other conditions show through final coat of paint, until a paint film is of uniform finish.

3. Paint surfaces behind movable equipment and furniture same as similar exposed surfaces. Paint surfaces behind permanently fixed equipment or furniture with prime coat only before final installation of equipment.
4. Paint interior surfaces of ducts, where visible through registers or grilles with flat, non-specular black paint.
5. Paint back sides across panels, and removable or hinged covers to match exposed surfaces.
6. Finish doors on tops, bottoms, and side edges same as faces.
7. Sand lightly between each succeeding coat.
8. No paint shall be applied when the air or surface temperature, as measured in the shade, is above or below that which is recommended by the manufacturer.
9. Paint shall not be applied to wet or damp surfaces, and shall not be applied in rain, snow, fog, mist or when the surface temperature will be less than 5°F above the dew point.
10. No paint shall be applied when the air or surface temperature will drop below the manufacturer's recommendation within eight hours after the application of the paint. Dew or moisture condensations should be anticipated, and if such conditions are prevalent, painting shall be delayed until it is certain that the surfaces are dry; further, the day's painting shall be completed well in advance of the probable time of day when the moisture condensation will occur, in order to permit the film the required drying time as specified by the manufacturer prior to the formation of moisture.
11. Care must be exercised that the coatings are not applied in too heavy a coat above that recommended by the manufacturer and that adequate drying time is permitted between the coats to assure the proper release of solvents.
12. Mixing, thinning, pot life, application procedure, equipment, coverage, curing, re-coating, storage and number of coats shall be in accordance with coating manufacturer's instructions.
13. Avoid degradation and contamination of blasted surfaces, and avoid between coat contamination. Surfaces contaminated shall be cleaned before applying next coat. Method of cleaning contaminated surface shall be approved by the Owner or Owner's representative.
14. Each application of material shall be worked into corners, crevices, joints, etc., and distributed evenly over flat surfaces. Spraying techniques that result in uniform wet pattern shall be used and dry spraying should be avoided. Dry spray shall be removed prior to coating being applied.
15. All bolts, welds, sharp edges, and difficult access areas shall receive a primer brush coat or spray coat prior to primer spray application.

Paint

- B. **Scheduling Painting:** Apply first coat material to surfaces that have been cleaned, pre-treated, or otherwise prepared for painting as soon as practicable after preparation and before subsequent surface deterioration. Allow sufficient time between successive coating to permit proper drying. Do not re-coat until paint has dried to where it feels firm, does not deform or feel sticky under moderate thumb pressure, and application of another coat of paint does not cause lifting or loss of adhesion of the undercoat.
- C. **Minimum Coating Thickness:** Apply materials at not less than manufacturer's recommended spreading rate, to establish a total dry film thickness as recommended by the coating manufacturer.
- D. **Prime Coats:** Apply prime coat of material which is required to be painted or finished, and which has not been prime coated by others. Re-coat primed and sealed surfaces where there is evidence of suction spots or unsealed areas in first coat, to assure a finish coat with no burn-through or other defects due to insufficient sealing.
- E. **Pigmented (Opaque) Finishes:** Completely cover to provide an opaque, smooth surface of uniform finish, color, appearance and coverage. Cloudiness, spotting, holidays, laps, brush marks, runs, sags, ropiness, or other surface imperfections will not be acceptable.
- F. **Transparent (Clear) Finishes:** Use multiple coats to produce glass-smooth surface film of even luster. Provide a finish free of laps, cloudiness, color irregularity, runs, brush marks, orange peel, nail holes or other surface imperfections.
- G. **Completed Work:** Match approved samples for color, texture and coverage. Remove, refinish, or repaint work not in compliance with specified requirements.
- H. **Workmanship:** Workmanship shall be of first class quality. Finish painting shall show no drips, runs, sags, holidays or other defects. The finish coat shall be free from noticeable laps or brush marks. Paint during application shall be continuously stirred and no thinner shall be added after the paint has been mixed. Paint shall be thoroughly worked into all joints, corners, and well brushed out over all surfaces. Should any coat or paint be judged as unsatisfactory, the Contractor shall remove the coat(s) as necessary and repaint at no additional cost to the Owner.

3.8 Clean-up and Protection

- A. **Damaged Coatings:** Damaged coatings, pinholes, and holidays shall have edges feathered and repaired in accordance with the recommendations of the manufacturer, as approved by the Owner.
- B. All finish coats, including touch up and damage repair coats, shall be applied in a manner which will present a uniform texture and color match appearance.
- C. **Unsatisfactory Application:** If the item has an improper finish, color or insufficient film thickness, the surface shall be cleaned and top-coated with the specified material to obtain the specified color and coverage. Specific surface preparation information to be secured from the coatings manufacturer and the Owner.

1. All visible areas of chipped, peeled, or abraded paint shall be hand or power-sanded, feathering the edges. The areas shall then be primed and finish coated in accordance with the specifications.
2. Work shall be free of runs, bridges, shiners, laps or other imperfections. Evidence of these conditions shall be cause for rejection.
3. Any defects in the coating system shall be repaired by the Contractor per written recommendations of the coating manufacturer.

D. Guarantee and Anniversary Inspection

1. All work shall be warranted for a period of one year from date of acceptance of the project.
2. The Owner will notify the Contractor at least 30 days prior to the anniversary date and shall establish a date for the inspection. Any defects in the coating system shall be repaired by the Contractor at no additional cost to the Owner. Should a failure occur to 25% or more of the painted surface, either interior or exterior, the entire surface shall be cleaned and painted in accordance with these specifications.

E. Clean Up

1. All cloths and waste that might constitute a fire hazard shall be placed in closed metal containers or destroyed at the end of each day. Upon completion of the work, all staging, scaffolding, and containers shall be removed from the site and/or destroyed in an approved and legal manner. Paint spots, oil or stains upon adjacent surfaces and floors shall be completely removed, and the entire job left clean and acceptable to the Owner.

3.9 Painting Schedule

A. General:

1. Surfaces not to be Painted:
 - a. Face brick.
 - b. Pre-finished ceiling coverings.
 - c. Pre-finished floor coverings.
 - d. Items with factory applied final finish.
 - e. Concealed ducts, pipes, and conduit.
 - f. Aluminum, except at wall expansion joints.
 - g. Pre-finished equipment items.
 - h. Gaskets and expansion joints in piping system.

Paint

2. Shop primer on materials and products is not considered as primer coat under the painting schedule.

B. Painting Schedule

Exposures	Surfaces	System Schedules				
		Concrete & Concrete Block Substrate	Non-Ferrous Metals Substrate	Ferrous Metals Substrate	Wood Substrate	Other Substrate
Interior	Floors	-	-	-	-	-
	Building Surfaces**	-	-	-	-	-
	Equipment*	-	-	144	-	-
	Piping*	-	-	144	-	-
	Cloth Cover for Insulation	-	-	-	-	-
Submerged Water	Immersed Surfaces	434W	-	-	-	-
	Piping*	-	-	-	-	--
	Equipment*	-	-	-	-	-

* See coating, lining, and/or painting paragraphs in individual piping or equipment Specification Sections.

** See finish schedule for where each type shall be used.

C. Schedule Numbering Guide

First Number - Exposure		Second Number - Substrate		Third Number - Coating Type		Final Letter	
1	Interior and Weather Protected	1	Non-Ferrous Metals	1	Alkyd	S	Sewage
2	Exterior Weather Exposure	2	Wood	2	Asphaltic	W	Potable Water
3	Exterior Below Grade	3	Concrete, Concrete Block, Masonry	4	Epoxy	F	Floors
4	Submerged in Potable Water	4	Ferrous Metals	5	Vinyl	C	Severe Chemical Exposure
5	Submerged in Wastewater	5	Galvanized Ferrous Metals	6	Coal Tar	H	Headspace with High H ₂ S
6	Corrosive Areas	6	Drywall	7	Polyurethane		
		7	PVC Pipe	8	Acrylic		

		8	Fiberglass Reinforced Plastic	9	Zinc		
		9	Other	0	Latex		

D. Material Schedules

System: 144		Surface Preparation: SSPC SP-10			
Type: Polyamide Epoxy					
Use: Interior Ferrous Metal					
Coat	Minimum Dry Film Thickness (Mils)	Carboline	Tnemec	Induron	Sherwin Williams
1st	3.0 – 5.0	Carboguard 893	Series 66-1211 Epoxoline Primer	Perma-Clean II Primer	Macropoxy 646 FC Epoxy
2nd	4.0 – 6.0	Carboguard 890	Series N69-Color Hi-Build Epoxoline II	Perma-Clean II Epoxy	Macropoxy 646 FC Epoxy
3rd	4.0 – 6.0	Carboguard 890	Series N69-Color Hi-Build Epoxoline II	Perma-Clean II Epoxy	Macropoxy 646 FC Epoxy
System	12.0				

System: 434W		Surface Preparation: CC-3			
Type: Epoxy All coatings provided under this system shall be NSF 61 and NSF600 approved.					
Use: Submerged Concrete – Potable Water					
Coat	Minimum Dry Film Thickness (Mils)	Carboline	Tnemec	Induron	Sherwin Williams
1 st	4.0 - 6.0	Carboguard 691 LT Beige	Series N140-1255 Pota-Pox Plus Beige	Ceramaprime	Sherplate 600 NSF Epoxy
2 nd	4.0 - 6.0	Carboguard 691 LT White	Series N140-AA90 Pota-Pox Plus White	PE-70 Epoxy	Sherplate 600 NSF Epoxy
3 rd	2/0 – 3.0	Carboguard 691 LT White	Series N140-AA90 Pota-Pox Plus White	PE-70 Epoxy	Sherplate 600 NSF Epoxy
System	10.0				

NOTE: Each coat shall be of a different color so that complete coverage can be verified.

END OF SECTION