

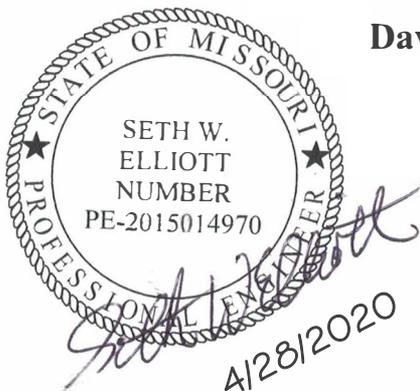
SPECIFICATIONS FOR
Weber Hill Terrace/Warren Woods
Sanitary Sewer Improvements
for
Jefferson County Public Sewer District
Jefferson County, Missouri

DISTRICT MANAGER

Douglas Bjornstad, P.E.

BOARD OF TRUSTEES

E. Clyde Pratt	Chariman
Wade Amsden	Vice Charman
Tom Ward	Secretary
Peter Birkes	Financial Officer
David Courtway	Trustee



Seth W. Elliott
Missouri Professional Engineer
No. 2015014970
Expires: December 31, 2021

Date: April 27, 2020
File: 80009-502

Prepared by:



HENEGHAN AND ASSOCIATES, P.C.
ENGINEERS SURVEYORS
1004 STATE HIGHWAY 16
JERSEYVILLE, ILLINOIS 62052 2826
(618) 498-6418 FAX (618) 498-6410

Professional Design Firm Registration No. 001310

Expires December 31, 2021

Table of Contents

Advertisement For Bids	EJCDC No. C-111 (2013 Edition)
Instructions to Bidders	EJCDC No. C-200 (2013 Edition)
Bid Form	EJCDC No. C-410 (2013 Edition)
Bid Bond	EJCDC No. C-430 (2013 Edition)
Statement of Contractor's Qualifications	EJCDC No. C-451 (2013 Edition)
Business Entity Certification, Enrollment Documentation and Affidavit of Work Authorization	Missouri Revisor of Statutes 1940-Q, Exhibit A-1
Certification for Contracts, Grants, and Loans	Form 400-6
Compliance Statement	
Non-Collusion Affidavit of Prime Bidder	
Notice of Award	EJCDC No. C-510 (2013 Edition)
Agreement Between Owner and Contractor(s)	EJCDC No. C-521 (2013 Edition)
Disclosure of Lobby Activities and Anti-Lobbying Form	Form 6600-06
Performance Bond	EJCDC No. C-610 (2013 Edition)
Payment Bond	EJCDC No. C-615 (2013 Edition)
Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions	Executive Order 12549
Notice to Proceed	EJCDC No. C-550 (2013 Edition)
General Conditions	EJCDC No. C-710 (2013 Edition)
Prevailing Rate of Hourly Wages (when required)	Supplied by Missouri Department of Labor
Executive Order 15-06 and MBE-WBE Procedures	Utilization Worksheet 40 CFR Part 7
Nonsegregated Facilities	EJCDC No. C-620 (2013 Edition)
Application for Payment	CP-1 to CP-2
Certified Payroll	PL-1
Partial Lien Waiver	FL-1
Final Lien Waiver	
Certificate of Substantial Completion	EJCDC No. C-625 (2013 Edition)
Work Change Directive	EJCDC No. C-940 (2013 Edition)
Change Order	EJCDC No. C-941 (2013 Edition)
Field Order	EJCDC No. C-942 (2013 Edition)

Table of Contents Continued

Technical Specifications

Section 10 – General Information	10-1 thru 10-6
Section 15 – General Requirements	15-1 thru 15-5
Section 32 – Surface Replacement & Site Work	32-1 thru 32-34
Section 42 – Installation of Sewer Main & Appurtenances	42-1 thru 42-11
Section 52 – Sewer Piping & Appurtenances	52-1 thru 52-12
Section 55 – Boring Sewer Main	55-1 thru 55-6
Section 66 – Grinder Pump Station	66-1 thru 66-5
Permits	

**Jefferson County Public Sewer District
Jefferson County, Missouri
Weber Hill Terrace/Warren Woods Sanitary Sewer Improvements**

ADVERTISEMENT FOR BIDS

Sealed Bids for the construction of the Weber Hill Terrace/Warren Woods Sanitary Sewer Improvements will be received, by Jefferson County Public Sewer District at the office of the 4629 Yeager Road, Hillsboro, MO 63050 until 1:00 PM local time on January 22, 2021, at which time the Bids received will be publicly opened and read. The Project consists of constructing approximately 23,400 lineal feet of 1.25-inch, 2-inch, 3-inch and 4-inch pressure sewer main, 161 grinder pumps and appurtenances.

A Pre-Bid meeting will be held at 10:00 AM on January 8, 2021 at the Jefferson County Public Sewer District office, 4629 Yeager Road, Hillsboro, MO 63050. If a bidder would like to attend remotely, an option will be made available for virtual attendance at the pre-bid meeting.

Bids will be received for a single prime Contract. Bids shall be on a lump sum and unit price basis, with additive alternate bid items as indicated in the Bid Form.

The Issuing Office for the Bidding Documents is: Heneghan and Associates, P.C. 1004 State Highway 16, Jerseyville, IL 62052, contact Seth Elliott – 618-498-6418 – swelliott@heneghanassoc.com. Prospective Bidders may examine the Bidding Documents at the Issuing Office on Mondays through Fridays between the hours of 8:00am and 4:30pm and may obtain copies of the Bidding Documents from the Issuing Office as described below.

Bidding Documents also may be examined at Heneghan and Associates, P.C. 1004 State Highway 16, Jerseyville, IL 62052; Southern Illinois Builders Association, 1468 Green Mount Road, O’Fallon, Illinois 62269; Dodge/Agc Plan Room, 6330 Knox Industrial Drive, St. Louis, Missouri 63139; online at Heneghan and Associates Website - <http://haengr.com/> and www.dodge.construction.com; the office of the Jefferson County Public Sewer District, 4629 Yeager Road, Hillsboro, MO, on Mondays through Fridays between the hours of 8:00 am – 4:30 pm; and the office of the Engineer, Heneghan and Associates, P.C. 1004 State Highway 16, Jerseyville, IL 62052, on Mondays through Fridays between the hours of 8:00am and 4:30pm.

Bidding Documents may be obtained from the Issuing Office during the hours indicated above. Bidding Documents are available at <http://haengr.com/> (as portable document format (PDF) files) for a non-refundable charge of \$ 10.00. Alternatively, printed Bidding Documents may be obtained from the Issuing Office either via in-person pick-up or via mail, upon Issuing Office’s receipt of payment for the Bidding Documents. The non-refundable cost of printed Bidding Documents is \$ 100.00 per set, payable to “Heneghan and Associates, P.C.”, plus a \$10.00 non-refundable shipping charge. Upon Issuing Office’s receipt of payment, printed Bidding Documents will be sent via the prospective Bidder’s delivery method of choice. The date that the Bidding Documents are transmitted by the Issuing Office will be considered the prospective Bidder’s date of receipt of the Bidding Documents. Partial sets of Bidding Documents will not be available from the Issuing Office. Neither Owner nor Engineer will be responsible for full or partial sets of Bidding Documents, including Addenda if any, obtained from sources other than the Issuing Office.

Nondiscrimination in Employment

Bidders on this work will be required to comply with the President's Executive Order Number 11246. Requirements for bidders and contractors under this order are explained in the specifications.

The Jefferson County Public Sewer District is an Equal Opportunity Employer and invites the submission of bids from Women and Minority Business Enterprises.

Bid security shall be furnished in accordance with the Instruction to Bidders.

Owner: Jefferson County Public Sewer District

By: Douglas Bjornstad

Title:

Date: 12/23/2020

INSTRUCTIONS TO BIDDERS

TABLE OF CONTENTS

	Page
ARTICLE 1 – Defined Terms.....	1
ARTICLE 2 – Copies of Bidding Documents	1
ARTICLE 3 – Qualifications of Bidders	1
ARTICLE 4 – Site and Other Areas; Existing Site Conditions; Examination of Site; Owner’s Safety Program; Other Work at the Site	1
ARTICLE 5 – Bidder’s Representations.....	2
ARTICLE 6 – Pre-Bid Conference	3
ARTICLE 7 – Interpretations and Addenda.....	4
ARTICLE 8 – Bid Security	4
ARTICLE 9 – Contract Times	4
ARTICLE 10 – Liquidated Damages.....	4
ARTICLE 11 – Substitute and “Or-Equal” Items.....	4
ARTICLE 12 – Subcontractors, Suppliers, and Others	5
ARTICLE 13 – Preparation of Bid	6
ARTICLE 14 – Basis of Bid	6
ARTICLE 15 – Submittal of Bid.....	7
ARTICLE 16 – Modification and Withdrawal of Bid.....	7
ARTICLE 17 – Opening of Bids	7
ARTICLE 18 – Bids to Remain Subject to Acceptance	8
ARTICLE 19 – Evaluation of Bids and Award of Contract	8
ARTICLE 20 – Bonds and Insurance.....	9
ARTICLE 21 – Signing of Agreement.....	9
ARTICLE 22 – Sales and Use Taxes	9
ARTICLE 23 – Contracts to be Assigned	9
ARTICLE 24 – federal requirements	10
ARTICLE 25 – Debarment and suspension	10

ARTICLE 1 – DEFINED TERMS

1.01 Terms used in these Instructions to Bidders have the meanings indicated in the General Conditions and Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below:

A. *Issuing Office* – The office from which the Bidding Documents are to be issued.

ARTICLE 2 – COPIES OF BIDDING DOCUMENTS

2.01 Complete sets of the Bidding Documents may be obtained from the Issuing Office in the number and format stated in the advertisement or invitation to bid.

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

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

ARTICLE 3 – QUALIFICATIONS OF BIDDERS

3.01 To demonstrate Bidder's qualifications to perform the Work, after submitting its Bid and within 2 days of Owner's request, Bidder shall submit (a) written evidence establishing its qualifications such as financial data, previous experience, and present commitments, and (b) the following additional information:

A. Evidence of Bidder's authority to do business in the state where the Project is located.

3.02 A Bidder's failure to submit required qualification information within the times indicated may disqualify Bidder from receiving an award of the Contract.

3.03 No requirement in this Article 3 to submit information will prejudice the right of Owner to seek additional pertinent information regarding Bidder's qualifications.

3.04 Bidder is advised to carefully review those portions of the Bid Form requiring Bidder's representations and certifications.

ARTICLE 4 – SITE AND OTHER AREAS; EXISTING SITE CONDITIONS; EXAMINATION OF SITE; OWNER'S SAFETY PROGRAM; OTHER WORK AT THE SITE

4.01 Site and Other Areas

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

4.02 Existing Site Conditions

A. Subsurface and Physical Conditions; Hazardous Environmental Conditions

1. Subsurface and Physical Conditions; Hazardous Environmental Conditions: None Available.

2. Geotechnical Baseline Report: No Geotechnical Baseline Report is Available.

- B. Underground Facilities: Information and data shown or indicated in the Bidding Documents with respect to existing Underground Facilities at or adjacent to the Site are set forth in the Contract Documents and are based upon information and data furnished to Owner and Engineer by owners of such Underground Facilities, including Owner, or others.
- C. Adequacy of Data: Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to subsurface conditions, other physical conditions, and Underground Facilities, and possible changes in the Bidding Documents due to differing or unanticipated subsurface or physical conditions appear in Paragraphs 5.03, 5.04, and 5.05 of the General Conditions. Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to a Hazardous Environmental Condition at the Site, if any, and possible changes in the Contract Documents due to any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work, appear in Paragraph 5.06 of the General Conditions.

4.03 *Site Visit and Testing by Bidders*

- A. Bidder shall conduct the required Site visit during normal working hours, and shall not disturb any ongoing operations at the Site.
- B. Bidder is not required to conduct any subsurface testing, or exhaustive investigations of Site conditions.
- C. On request, and to the extent Owner has control over the Site, and schedule permitting, the Owner will provide Bidder access to the Site to conduct such additional examinations, investigations, explorations, tests, and studies as Bidder deems necessary for preparing and submitting a successful Bid. Owner will not have any obligation to grant such access if doing so is not practical because of existing operations, security or safety concerns, or restraints on Owner's authority regarding the Site.
- D. Bidder shall comply with all applicable Laws and Regulations regarding excavation and location of utilities, obtain all permits, and comply with all terms and conditions established by Owner or by property owners or other entities controlling the Site with respect to schedule, access, existing operations, security, liability insurance, and applicable safety programs.
- E. Bidder shall fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies.

4.04 *Owner's Safety Program*

- A. Site visits and work at the Site may be governed by an Owner safety program. As the General Conditions indicate, if an Owner safety program exists, it will be noted in the Supplementary Conditions.

4.05 *Other Work at the Site*

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

ARTICLE 5 – BIDDER'S REPRESENTATIONS

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

- A. examine and carefully study the Bidding Documents, and any data and reference items identified in the Bidding Documents;
- B. visit the Site, conduct a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfy itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work;
- ~~C. become familiar with and satisfy itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work including but not limited to American Iron and Steel requirements as mandated by Section 746 of Title VII of the Consolidated Appropriations Act of 2017 (Division A – Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2017) and subsequent statutes mandating domestic preference which apply to the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials.~~
- D. carefully study all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary-General Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary-General Conditions, especially with respect to Technical Data in such reports and drawings;
- E. consider the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder’s safety precautions and programs;
- F. agree, based on the information and observations referred to in the preceding paragraph, that at the time of submitting its Bid no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents;
- G. become aware of the general nature of the work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents;
- H. promptly give Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution thereof by Engineer is acceptable to Bidder;
- I. determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work; and
- J. agree that the submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 6 – PRE-BID CONFERENCE

- 6.01 A pre-Bid conference will be held at the time and location stated in the invitation or advertisement to bid. Representatives of Owner and Engineer will be present to discuss the Project. Bidders are encouraged to

attend and participate in the conference. Engineer will transmit to all prospective Bidders of record such Addenda as Engineer considers necessary in response to questions arising at the conference. Oral statements may not be relied upon and will not be binding or legally effective.

ARTICLE 7 – INTERPRETATIONS AND ADDENDA

- 7.01 All questions about the meaning or intent of the Bidding Documents are to be submitted to Engineer in writing. Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda delivered to all parties recorded as having received the Bidding Documents. Questions received less than seven days prior to the date for opening of Bids may not be answered. Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
- 7.02 Addenda may be issued to clarify, correct, supplement, or change the Bidding Documents.

ARTICLE 8 – BID SECURITY

- 8.01 A Bid must be accompanied by Bid security made payable to Owner in an amount of 5 percent of Bidder's maximum Bid price (determined by adding the base bid and all alternates) and in the form of a certified check, bank money order, or a Bid bond (on the form included in the Bidding Documents) issued by a surety meeting the requirements of Paragraphs 6.01 and 6.02 of the General Conditions.
- 8.02 The Bid security of the apparent Successful Bidder will be retained until Owner awards the contract to such Bidder, and such Bidder has executed the Contract Documents, furnished the required contract security, and met the other conditions of the Notice of Award, whereupon the Bid security will be released. If the Successful Bidder fails to execute and deliver the Contract Documents and furnish the required contract security within 15 days after the Notice of Award, Owner may consider Bidder to be in default, annul the Notice of Award, and the Bid security of that Bidder will be forfeited. Such forfeiture shall be Owner's exclusive remedy if Bidder defaults.
- 8.03 The Bid security of other Bidders that Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of seven days after the Effective Date of the Contract or 91 days after the Bid opening, whereupon Bid security furnished by such Bidders will be released.
- 8.04 Bid security of other Bidders that Owner believes do not have a reasonable chance of receiving the award will be released within seven days after the Bid opening.

ARTICLE 9 – CONTRACT TIMES

- 9.01 The number of days within which, or the dates by which, the Work is to be substantially completed, and completed and ready for final payment, are set forth in the Agreement.

ARTICLE 10 – LIQUIDATED DAMAGES

- 10.01 Provisions for liquidated damages, if any, for failure to timely attain a Milestone, Substantial Completion, or completion of the Work in readiness for final payment, are set forth in the Agreement.

ARTICLE 11 – SUBSTITUTE AND "OR-EQUAL" ITEMS

- ~~11.01 The Contract for the Work, if awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents, and those "or equal" or substitute materials and equipment subsequently approved by Engineer prior to the submittal of Bids and identified by Addendum. No item of material or equipment will be considered by Engineer as an "or equal" or substitute unless written request~~

for approval has been submitted by Bidder and has been received by Engineer at least 15 days prior to the date for receipt of Bids in the case of a proposed substitute and 5 days prior in the case of a proposed "or-equal." Each such request shall comply with the requirements of Paragraphs 7.04 and 7.05 of the General Conditions. Each such request shall include Manufacturer's Certification letter for compliance with Section 746 of Title VII of the Consolidated Appropriations Act of 2017 (Division A – Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2017) and subsequent statutes mandating domestic preference, if applicable. Refer to Manufacturer's Certification Letter provided in these Contract Documents. The burden of proof of the merit of the proposed item is upon Bidder. Engineer's decision of approval or disapproval of a proposed item will be final. If Engineer approves any such proposed item, such approval will be set forth in an Addendum issued to all prospective Bidders. Bidders shall not rely upon approvals made in any other manner. Substitutes and "or equal" materials and equipment may be proposed by Contractor in accordance with Paragraphs 7.04 and 7.05 of the General Conditions after the Effective Date of the Contract.

- 11.02 All prices that Bidder sets forth in its Bid shall be based on the presumption that the Contractor will furnish the materials and equipment specified or described in the Bidding Documents, as supplemented by Addenda. Any assumptions regarding the possibility of post-Bid approvals of "or-equal" or substitution requests are made at Bidder's sole risk.
- 11.03 If an award is made, Contractor shall be allowed to submit proposed substitutes and "or-equals" in accordance with the General Conditions.

ARTICLE 12 – SUBCONTRACTORS, SUPPLIERS, AND OTHERS

- 12.01 If required by the bid documents. The apparent Successful Bidder, and any other Bidder so requested, shall within five days after Bid opening, submit to Owner a list of the Subcontractors or Suppliers proposed for the following portions of the Work: ***[drafter should here list key categories of the Work; depending on the Project this might include electrical, fire protection, major equipment items, etc.]***

If requested by Owner, such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor, Supplier, or other individual or entity. If Owner or Engineer, after due investigation, has reasonable objection to any proposed Subcontractor, Supplier, individual, or entity, Owner may, before the Notice of Award is given, request apparent Successful Bidder to submit an acceptable substitute, in which case apparent Successful Bidder shall submit a substitute, Bidder's Bid price will be increased (or decreased) by the difference in cost occasioned by such substitution, and Owner may consider such price adjustment in evaluating Bids and making the Contract award.
- 12.02 If apparent Successful Bidder declines to make any such substitution, Owner may award the Contract to the next lowest Bidder that proposes to use acceptable Subcontractors, Suppliers, or other individuals or entities. Declining to make requested substitutions will constitute grounds for forfeiture of the Bid security of any Bidder. Any Subcontractor, Supplier, individual, or entity so listed and against which Owner or Engineer makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and Engineer subject to subsequent revocation of such acceptance as provided in Paragraph 7.06 of the General Conditions.
- 12.05 Contractor shall not be required to employ any Subcontractor, Suppliers, individuals, or entity against whom Contractor has reasonable objection.
- 12.06 The Contractor shall not award work to Subcontractor(s) in excess of the limits stated in SC 7.06.

ARTICLE 13 – PREPARATION OF BID

- 13.01 The Bid Form is included with the Bidding Documents.
- A. All blanks on the Bid Form shall be completed in ink and the Bid Form signed in ink. Erasures or alterations shall be initialed in ink by the person signing the Bid Form. A Bid price shall be indicated for each section, Bid item, alternate, adjustment unit price item, and unit price item listed therein.
 - B. If the Bid Form expressly indicates that submitting pricing on a specific alternate item is optional, and Bidder elects to not furnish pricing for such optional alternate item, then Bidder may enter the words “No Bid” or “Not Applicable.”
- 13.02 A Bid by a corporation shall be executed in the corporate name by a corporate officer (whose title must appear under the signature), accompanied by evidence of authority to sign. The corporate address and state of incorporation shall be shown.
- 13.03 A Bid by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The partnership’s address for receiving notices shall be shown.
- 13.04 A Bid by a limited liability company shall be executed in the name of the firm by a member or other authorized person and accompanied by evidence of authority to sign. The state of formation of the firm and the firm’s address for receiving notices shall be shown.
- 13.05 A Bid by an individual shall show the Bidder’s name and address for receiving notices.
- 13.06 A Bid by a joint venture shall be executed by an authorized representative of each joint venturer in the manner indicated on the Bid Form. The joint venture’s address for receiving notices shall be shown.
- 13.07 All names shall be printed in ink below the signatures.
- 13.08 The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers of which shall be filled in on the Bid Form.
- 13.09 Postal and e-mail addresses and telephone number for communications regarding the Bid shall be shown.
- 13.10 The Bid shall contain evidence of Bidder’s authority and qualification to do business in the state where the Project is located, or Bidder shall covenant in writing to obtain such authority and qualification prior to award of the Contract and attach such covenant to the Bid. Bidder’s state contractor license number, if any, shall also be shown on the Bid Form.

ARTICLE 14 – BASIS OF BID

- 14.01 Base Bid with Alternates
- A. Bidders shall submit a Bid on a lump sum basis for the base Bid and include a separate price for each alternate described in the Bidding Documents and as provided for in the Bid Form. The price for each alternate will be the amount added to or deleted from the base Bid if Owner selects the alternate.
 - B. In the comparison of Bids, alternates will be applied in the same order of priority as listed in the Bid Form.
- 14.02 *Unit Price*
- A. Bidders shall submit a Bid on a unit price basis for each item of Work listed in the unit price section of the Bid Form.
 - B. The “Bid Price” (sometimes referred to as the extended price) for each unit price Bid item will be the product of the “Estimated Quantity” (which Owner or its representative has set forth in the Bid Form)

for the item and the corresponding "Bid Unit Price" offered by the Bidder. The total of all unit price Bid items will be the sum of these "Bid Prices"; such total will be used by Owner for Bid comparison purposes. The final quantities and Contract Price will be determined in accordance with Paragraph 13.03 of the General Conditions.

- C. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

14.03 Allowances

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

ARTICLE 15 – SUBMITTAL OF BID

- 15.01 With each copy of the Bidding Documents, a Bidder is furnished one separate unbound copy of the Bid Form, and, if required, the Bid Bond Form. The unbound copy of the Bid Form is to be completed and submitted with the Bid security and the other documents required to be submitted under the terms of Article 7 of the Bid Form.
- 15.02 A Bid shall be received no later than the date and time prescribed and at the place indicated in the advertisement or invitation to bid and shall be enclosed in a plainly marked package with the Project title (and, if applicable, the designated portion of the Project for which the Bid is submitted), the name and address of Bidder, and shall be accompanied by the Bid security and other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid shall be enclosed in a separate package plainly marked on the outside with the notation "BID ENCLOSED." A mailed Bid shall be addressed to the Owner, Attention: Doug Bjornstad, 4629 Yeager Road, Hillsboro, MO 63050.
- 15.03 Bids received after the date and time prescribed for the opening of bids, or not submitted at the correct location or in the designated manner, will not be accepted and will be returned to the Bidder unopened.

ARTICLE 16 – MODIFICATION AND WITHDRAWAL OF BID

- 16.01 A Bid may be withdrawn by an appropriate document duly executed in the same manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids. Upon receipt of such notice, the unopened Bid will be returned to the Bidder.
- 16.02 If a Bidder wishes to modify its Bid prior to Bid opening, Bidder must withdraw its initial Bid in the manner specified in Paragraph 16.01 and submit a new Bid prior to the date and time for the opening of Bids.
- 16.03 If within 24 hours after Bids are opened any Bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid, and the Bid security will be returned. Thereafter, if the Work is rebid, that Bidder will be disqualified from further bidding on the Work.

ARTICLE 17 – OPENING OF BIDS

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

ARTICLE 18 – BIDS TO REMAIN SUBJECT TO ACCEPTANCE

18.01 All Bids will remain subject to acceptance for the period of time stated in the Bid Form, but Owner may, in its sole discretion, release any Bid and return the Bid security prior to the end of this period.

ARTICLE 19 – EVALUATION OF BIDS AND AWARD OF CONTRACT

19.01 Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner will reject the Bid of any Bidder that Owner finds, after reasonable inquiry and evaluation, to not be responsible. If Bidder purports to add terms or conditions to its Bid, takes exception to any provision of the Bidding Documents, or attempts to alter the contents of the Contract Documents for purposes of the Bid, then the Owner will reject the Bid as nonresponsive; provided that Owner also reserves the right to waive all minor informalities not involving price, time, or changes in the Work.

A. Protests to the Bid:

1. In the event of a protest, dispute or claim arises out of procurement as related to this contract, the follow procedures shall be followed for filing, review and resolving said protest, dispute or claim:
 - a. File a written protest or claim with District Manager within seven days of Bid opening.
 - b. Basis of protest or claim.
 - c. Contract provision relating to protest or claim.
2. Within fourteen (14) days of receipt of protest, the District Manager will act upon the claim in one of the following actions:
 - a. Deny the claim.
 - b. Concur and agree claim.
 - c. Establish a date within fourteen (14) days for a hearing for protester to show cause for claim to District Board.
- 1.3. Neither the EPA nor the Missouri Department of Natural Resources will be involved in protest(s) and their resolution. The CONTRACTOR (claimant) shall not involve the Missouri Department of Natural Resources in protest(s) and/or resolutions, thereof.

19.02 If Owner awards the contract for the Work, such award shall be to the responsible Bidder submitting the lowest responsive Bid.

19.03 Evaluation of Bids

- A. In evaluating Bids, Owner will consider whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices, and other data, as may be requested in the Bid Form or prior to the Notice of Award.
- B. In the comparison of Bids, alternates will be applied in the same order of priority as listed in the Bid Form. To determine the Bid prices for purposes of comparison, Owner shall announce to all bidders a "Base Bid plus alternates" budget after receiving all Bids, but prior to opening them. For comparison purposes alternates will be accepted, following the order of priority established in the Bid Form, until doing so would cause the budget to be exceeded. After determination of the Successful Bidder based on this comparative process and on the responsiveness, responsibility, and other factors set forth in these Instructions, the award may be made to said Successful Bidder on its base Bid and any

combination of its additive alternate Bids for which Owner determines funds will be available at the time of award.

- 19.04 In evaluating whether a Bidder is responsible, Owner will consider the qualifications of the Bidder and may consider the qualifications and experience of Subcontractors and Suppliers proposed for those portions of the Work for which the identity of Subcontractors and Suppliers must be submitted as provided in the Bidding Documents.
- 19.05 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders and any proposed Subcontractors or Suppliers.
- 19.06 The contract will be awarded to the lowest responsive, responsible bidder. The contract must be for a firm fixed-price.
- 19.07 The contract award will be awarded only to responsible contractors possessing the ability to perform successfully, which will be determined by considering such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.

ARTICLE 20 – BONDS AND INSURANCE

- 20.01 Article 6 of the General Conditions, ~~as may be modified by the Supplementary Conditions~~, sets forth Owner's requirements as to performance and payment bonds and insurance. When the Successful Bidder delivers the Agreement (executed by Successful Bidder) to Owner, it shall be accompanied by required bonds and insurance documentation.
- 20.02 Separate performance and payment bonds, each in the amount of 100 percent of the contract price are required by 10 CSR 20-4.040(17) on construction contracts of \$100,000 or more. Where bonds are required, they must be obtained from companies holding certificates of authority as acceptable sureties (31 CFR Part 223). Use of the grantee's own bonding policies and requirements may be authorized, if they can be determined to be adequate to protect the Government's interest.

ARTICLE 21 – SIGNING OF AGREEMENT

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

ARTICLE 22 – SALES AND USE TAXES

- 22.01 Owner is exempt from Missouri state sales and use taxes on materials and equipment to be incorporated in the Work. Said taxes shall not be included in the Bid. ~~Refer to Paragraph SC-7.09 of the Supplementary Conditions for additional information.~~

ARTICLE 23 – CONTRACTS TO BE ASSIGNED

- 23.01 Not Applicable.

ARTICLE 24 – FEDERAL REQUIREMENTS

24.01 Federal requirements at Article 19 of the Supplementary General Conditions apply to this Contract.

~~24.02 Section 746 of Title VII of the Consolidated Appropriations Act of 2017 (Division A – Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2017) and subsequent statutes mandating domestic preference applies an American Iron and Steel requirement to this project. All iron and steel products used in this project must be produced in the United States. The term “iron and steel products” means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials. The de minimis and minor components waiver *{add project specific waivers as applicable}* apply to this contract.~~

~~24.03 In accordance with Sec. 608.(a) of the Federal Water Pollution Control Act, the Participant assures that it, as well as its contractors and subcontractors, will only use iron and steel products in the Project which are produced in the United States in a manner consistent with United States obligations under international agreements. The term “iron and steel products” means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials. The Participant understands that this requirement may only be waived by the applicable federal agency in limited situations as set out in Sec. 608.(d) of the Federal Water Pollution Control Act. *The contractor shall submit all AIS certifications for any iron and steel requested for reimbursement. No applicable items will be reimbursed without the necessary AIS documentation*~~

ARTICLE 25 – DEBARMENT AND SUSPENSION

25.01 The Code of Federal Regulations at Title 2, Part 180, prohibits participation in EPA funded contracts by persons excluded or disqualified from doing business with the federal government. Bidders are responsible for advising the Owner if they are excluded or disqualified, and to check whether subcontractors they intend to use are excluded or disqualified. All tiers of subcontractors have the same responsibility to notify the one for which they are providing services if they are excluded or disqualified, and to check the status of any subcontractors they intend to use. Status can be checked on the System for Award Management (SAM) located on the Internet at <https://www.sam.gov/portal/public/SAM/>. All subcontracts at any tier should include this language.

BID FORM

Jefferson County Public Sewer District

Weber Hill Terrace/Warren Woods Sanitary Sewer Improvements

80009-502

TABLE OF CONTENTS

	Page
ARTICLE 1 – Bid Recipient	1
ARTICLE 2 – Bidder’s Acknowledgements.....	1
ARTICLE 3 – Bidder’s Representations	1
ARTICLE 4 – Bidder’s Certification.....	2
ARTICLE 5 – Basis of Bid	2
ARTICLE 6 – Time of Completion.....	4
ARTICLE 7 – Attachments to this Bid.....	4
ARTICLE 8 – Defined Terms.....	5
ARTICLE 9 – Bid Submittal	5

ARTICLE 1 – BID RECIPIENT

This Bid is submitted to:

**Jefferson County Public Sewer District
4632 Yeager Road
Hillsboro, MO 63050**

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

ARTICLE 2 – BIDDER’S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 90 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER’S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

<u>Addendum No.</u>	<u>Addendum, Date</u>
_____	_____
_____	_____
_____	_____
_____	_____

B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder’s safety precautions and programs.

- F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 4 – BIDDER’S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - 1. “corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
 - 2. “fraudulent practice” means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
 - 4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

PROJECT: Weber Hill Terrace/Warren Woods SSIA

H&A FILE NO.: 80009-502

ITEMS - BASE BID "A"		QUANTITY	UNIT	UNIT PRICE	ESTIMATED TOTAL PRICE
1	2" dia. PVC Pipe, CL 200, SDR 21 - Forcemain	6082	LF	\$	\$
2	3" dia. PVC Pipe, CL 200, SDR 21 - Forcemain	5504	LF	\$	\$
3	4" dia. PVC Pipe, CL 200, SDR 21 - Forcemain	2100	LF	\$	\$
4	Connect to Existing Manhole	1	EACH	\$	\$
5	Air Release Valve	8	EACH	\$	\$
6	2" Gate Valve	3	EACH	\$	\$
7	3" Gate Valve	7	EACH	\$	\$
8	4" Gate Valve	2	EACH	\$	\$
9	Force Main Flush Structure/Cleanout	15	EACH	\$	\$
10	Force Main Testing	13686	LF	\$	\$
11	Select Granular Backfill	500	CU YD	\$	\$
12	Bituminous Surface Drive Ways	1450	SQ YD	\$	\$
13	Bituminous Surface Roads	17700	SQ YD	\$	\$
14	Portland Cement Concrete 6"	60	SQ YD	\$	\$
15	Sign Removal and Replacement	2	EACH	\$	\$
16	Mailbox Relocation	19	EACH	\$	\$
17	Creek Crossing	2	EACH	\$	\$
18	Temporary Seeding and Mulch	13200	LF	\$	\$
19	Erosion Control	1	LS	\$	\$
20	Permanent Seeding	13200	LF	\$	\$
21	Bonding and Insurance	1	LS	\$	\$
22	Mobilization/Demobilization	1	LS	\$	\$
23	Rock Excavation	1775	CU YD		
24	Traffic Control & Protection	1	LS	\$	\$
25*	1.25" dia. PE Pipe - Service Line from Grinder Pump to Force Main	14500	LF	\$	\$
26*	Service Connection to Force Main (includes saddle and corp)	161	EACH	\$	\$
27*	Connect Lateral and Decommission Existing Septic Tanks	161	EACH	\$	\$
28*	Personal Grinder Pump Station 1HP Simplex Pump w/ Curb Stop/Check Valve Assy.	161	EACH	\$	\$

29*	Temporary Seeding and Mulch (for service lines and grinder pumps)	10800	LF	\$	\$
30*	Permanent Seeding (for service lines and grinder pumps)	10800	LF	\$	\$
31*	Exploratory Digging of Septic Systems before installation of Sewer Main	161	EACH	\$	\$
32*	Rock Excavation (for service lines and grinder pumps)	2725	CU YD	\$	\$
TOTAL BID AMOUNT					\$
					Dollars
(In Words)					

*These items are ineligible for RSG funds.

ARTICLE 6 – TIME OF COMPLETION

6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

6.03 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

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

- A. Required Bid security;
- B. List of Proposed Subcontractors;
- C. List of Proposed Suppliers;
- D. List of Project References;
- E. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids;
- F. Contractor's License No.: [or] Evidence of Bidder's ability to obtain a State Contractor's License and a covenant by Bidder to obtain said license within the time for acceptance of Bids;
- G. Required Bidder Qualification Statement with supporting data; ~~and~~
- H. ~~If bid amount exceeds \$10,000, signed Compliance Statement (RD400-6). Refer to specific equal opportunity requirements set forth in the Supplemental General Conditions;~~
- I. ~~If Bid amount exceeds \$25,000, signed Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions (AD-1048);~~
- J. ~~If Bid amount exceeds \$100,000, signed RD Instructions 1940-Q, Exhibit A-1, Certification for Contracts, Grants, and Loans.~~
- K. ~~Manufacturers' Certification letter of compliance with Section 746 of Title VII of the Consolidated Appropriations Act of 2017 (Division A – Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2017) and subsequent statutes mandating domestic~~

~~preference for all equals or substitutes approved by Addenda for American Iron and Steel products as provided in these Contract Documents.~~

~~H.~~ H. Business Entity Certification, Enrollment, Documentation, and Affidavit of Work Authorization; Pursuant to §285.530.1, RSMo, the contractor assures that it, as well as its subcontractors do not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri, and shall affirm, by sworn affidavit and provision of documentation, its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Further, the contractor assures that it, as well as its subcontractor shall sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

In accordance with sections 285.525 to 285.550, RSMo a general contractor or subcontractor of any tier shall not be liable when such contractor or subcontractor contracts with its direct subcontractor who violates subsection 1 of section 285.530, RSMo if the contract binding the contractor and subcontractor affirmatively states that the direct subcontractor is not knowingly in violation of subsection 1 of section 285.530, RSMo and shall not henceforth be in such violation and the contractor or subcontractor receives a sworn affidavit under the penalty of perjury attesting to the fact that the direct subcontractor's employees are lawfully present in the United States.

~~M. Domestic Products Procurement Law — RSMo 34.350 — 34.359 Certification; All manufactured goods or commodities used or supplied in the performance of any contract or subcontract awarded on this project shall be manufactured, assembled or produced in the United States, unless obtaining American-made products would increase the cost of the contract by more than ten percent (10%). In accordance with sections 34.350 through 34.359 RSMo a waiver may be requested from the owner.~~

I. Non-Collusion Affidavit

J. Certification Regarding Debarment and Suspension

K. Certification of Nonsegregated Facilities

L. Minority and Women's Business Enterprise Utilization Worksheet to the list of required documents. And add a statement, "Bidder shall identify the disadvantaged firms which will receive subcontracts, the type of enterprise and contract amount using this worksheet (or similar format). If the established goals are not met, the bidder shall provide documentation which demonstrates steps taken in an attempt to meet the goals."

ARTICLE 8 – DEFINED TERMS

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

ARTICLE 9 – BID SUBMITTAL

BIDDER: *[Indicate correct name of bidding entity]*

By: *[Signature]* _____

[Printed name] _____

(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: *[Signature]* _____

[Printed name] _____

Title: _____

Submittal Date: _____

Address for giving notices:

Telephone Number: _____

Fax Number: _____

Contact Name and e-mail address: _____

Bidder's License No.: _____
(where applicable)

EXHIBIT
BUSINESS ENTITY CERTIFICATION, ENROLLMENT DOCUMENTATION,
AND AFFIDAVIT OF WORK AUTHORIZATION

BUSINESS ENTITY CERTIFICATION:

The bidder/contractor must certify their current business status by completing either Box A or Box B or Box C on this Exhibit.

- BOX A:** To be completed by a non-business entity as defined below.
- BOX B:** To be completed by a business entity who has not yet completed and submitted documentation pertaining to the federal work authorization program as described at http://www.dhs.gov/files/programs/gc_1185221678150.shtm.
- BOX C:** To be completed by a business entity who has current work authorization documentation on file with a Missouri state agency including Division of Purchasing and Materials Management.

Business entity, as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, is any person or group of persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood. The term “**business entity**” shall include but not be limited to self-employed individuals, partnerships, corporations, contractors, and subcontractors. The term “**business entity**” shall include any business entity that possesses a business permit, license, or tax certificate issued by the state, any business entity that is exempt by law from obtaining such a business permit, and any business entity that is operating unlawfully without such a business permit. The term “**business entity**” shall not include a self-employed individual with no employees or entities utilizing the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo.

Note: Regarding governmental entities, business entity includes Missouri schools, Missouri universities (other than stated in Box C), out of state agencies, out of state schools, out of state universities, and political subdivisions. A business entity does not include Missouri state agencies and federal government entities.

BOX A – CURRENTLY NOT A BUSINESS ENTITY

I certify that _____ (Company/Individual Name) **DOES NOT CURRENTLY MEET** the definition of a business entity, as defined in section 285.525, RSMo pertaining to section 285.530, RSMo as stated above, because: (check the applicable business status that applies below)

- I am a self-employed individual with no employees; **OR**
- The company that I represent employs the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo.

I certify that I am not an alien unlawfully present in the United States and if _____ (Company/Individual Name) is awarded a contract for the services requested herein under _____ (Bid/SFS/Contract Number) and if the business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, then, prior to the performance of any services as a business entity, _____ (Company/Individual Name) agrees to complete Box B, comply with the requirements stated in Box B and provide the _____ (insert agency name) with all documentation required in Box B of this exhibit.

Authorized Representative’s Name (Please Print)

Authorized Representative’s Signature

Company Name (if applicable)

Date

EXHIBIT __, continued

(Complete the following if you DO NOT have the E-Verify documentation and a current Affidavit of Work Authorization already on file with the State of Missouri. If completing Box B, do not complete Box C.)

BOX B – CURRENT BUSINESS ENTITY STATUS

I certify that _____ (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo, pertaining to section 285.530.

Authorized Business Entity Representative's
Name (Please Print)

Authorized Business Entity
Representative's Signature

Business Entity Name

Date

E-Mail Address

As a business entity, the bidder/contractor must perform/provide each of the following. The bidder/contractor should check each to verify completion/submission of all of the following:

- Enroll and participate in the E-Verify federal work authorization program (Website: <http://www.uscis.gov/e-verify>; Phone: 888-464-4218; Email: e-verify@dhs.gov) with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; AND
- Provide documentation affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program. Documentation shall include EITHER the E-Verify Employment Eligibility Verification page listing the bidder's/contractor's name and company ID OR a page from the E-Verify Memorandum of Understanding (MOU) listing the bidder's/contractor's name and the MOU signature page completed and signed, at minimum, by the bidder/contractor and the Department of Homeland Security – Verification Division. If the signature page of the MOU lists the bidder's/contractor's name and company ID, then no additional pages of the MOU must be submitted; AND
- Submit a completed, notarized Affidavit of Work Authorization provided on the next page of this Exhibit.

AFFIDAVIT OF WORK AUTHORIZATION:

The bidder/contractor who meets the section 285.525, RSMo, definition of a business entity must complete and return the following Affidavit of Work Authorization.

Comes now _____ (Name of Business Entity Authorized Representative) as _____ (Position/Title) first being duly sworn on my oath, affirm _____ (Business Entity Name) is enrolled and will continue to participate in the E-Verify federal work authorization program with respect to employees hired after enrollment in the program who are proposed to work in connection with the services related to contract(s) with the State of Missouri for the duration of the contract(s), if awarded in accordance with subsection 2 of section 285.530, RSMo. I also affirm that _____ (Business Entity Name) does not and will not knowingly employ a person who is an unauthorized alien in connection with the contracted services provided under the contract(s) for the duration of the contract(s), if awarded.

In Affirmation thereof, the facts stated above are true and correct. (The undersigned understands that false statements made in this filing are subject to the penalties provided under section 575.040, RSMo.)

_____	_____
Authorized Representative's Signature	Printed Name
_____	_____
Title	Date
_____	_____
E-Mail Address	E-Verify Company ID Number

Subscribed and sworn to before me this _____ of _____. I am
(DAY) (MONTH, YEAR)
commissioned as a notary public within the County of _____, State of
(NAME OF COUNTY)
_____, and my commission expires on _____.
(NAME OF STATE) (DATE)

Signature of Notary Date

(Complete the following if you have the E-Verify documentation and a current Affidavit of Work Authorization already on file with the State of Missouri. If completing Box C, do not complete Box B.)

BOX C – AFFIDAVIT ON FILE - CURRENT BUSINESS ENTITY STATUS

I certify that _____ (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, and have enrolled and currently participates in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services related to contract(s) with the State of Missouri. We have previously provided documentation to a Missouri state agency or public university that affirms enrollment and participation in the E-Verify federal work authorization program. The documentation that was previously provided included the following.

- ✓ The E-Verify Employment Eligibility Verification page OR a page from the E-Verify Memorandum of Understanding (MOU) listing the bidder’s/contractor’s name and the MOU signature page completed and signed by the bidder/contractor and the Department of Homeland Security – Verification Division
- ✓ A current, notarized Affidavit of Work Authorization (must be completed, signed, and notarized within the past twelve months).

Name of **Missouri State Agency** or **Public University*** to Which Previous E-Verify Documentation Submitted: _____

(*Public University includes the following five schools under chapter 34, RSMo: Harris-Stowe State University – St. Louis; Missouri Southern State University – Joplin; Missouri Western State University – St. Joseph; Northwest Missouri State University – Maryville; Southeast Missouri State University – Cape Girardeau.)

Date of Previous E-Verify Documentation Submission: _____

Previous **Bid/Contract Number** for Which Previous E-Verify Documentation Submitted: _____

(if known) _____

Authorized Business Entity Representative’s Name (Please Print)

Authorized Business Entity Representative’s Signature

E-Verify MOU Company ID Number

E-Mail Address

Business Entity Name

Date

FOR STATE USE ONLY

Documentation Verification Completed By:

Buyer

Date

BID BOND

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

BIDDER *(Name and Address):*

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

OWNER *(Name and Address):*

Jefferson County Public Sewer District
4632 Yeager Road
Hillsboro, MO 63050

BID

Bid Due Date:

Description *(Project Name— Include Location):* Weber Hill Terrace/Warren Woods Sanitary Sewer Improvements the project consists of constructing approximately 23,400 lineal feet of 1.25-inch, 2-inch, 3-inch and 4-inch pressure sewer main and appurtenances.

BOND

Bond Number:

Date:

Penal sum _____ \$ _____
(Words) (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER

SURETY

Bidder's Name and Corporate Seal (Seal)

Surety's Name and Corporate Seal (Seal)

By: _____
Signature

By: _____
Signature (Attach Power of Attorney)

Print Name

Print Name

Title

Title

Attest: _____
Signature

Attest: _____
Signature

Title

Title

*Note: Addresses are to be used for giving any required notice. Provide execution by any additional parties, such as joint venturers, if necessary. **IMPORTANT - 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 Missouri***

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

QUALIFICATIONS STATEMENT

THE INFORMATION SUPPLIED IN THIS DOCUMENT IS CONFIDENTIAL TO THE EXTENT PERMITTED BY LAWS AND REGULATIONS

1. SUBMITTED BY:

Official Name of Firm: _____

Address: _____

2. SUBMITTED TO: _____

3. SUBMITTED FOR: _____

Owner: _____

Project Name: _____

TYPE OF WORK: _____

4. CONTRACTOR'S CONTACT INFORMATION

Contact Person: _____

Title: _____

Phone: _____

Email: _____

5. AFFILIATED COMPANIES:

Name: _____

Address: _____

6. TYPE OF ORGANIZATION:

SOLE PROPRIETORSHIP

Name of Owner: _____

Doing Business As: _____

Date of Organization: _____

PARTNERSHIP

Date of Organization: _____

Type of Partnership: _____

Name of General Partner(s): _____

CORPORATION

State of Organization: _____

Date of Organization: _____

Executive Officers:

- President: _____

- Vice President(s): _____

- Treasurer: _____

- Secretary: _____

LIMITED LIABILITY COMPANY

State of Organization: _____

Date of Organization: _____

Members: _____

JOINT VENTURE

Sate of Organization: _____

Date of Organization: _____

Form of Organization: _____

Joint Venture Managing Partner

- Name: _____

- Address: _____

Joint Venture Managing Partner

- Name: _____

- Address: _____

Joint Venture Managing Partner

- Name: _____

- Address: _____

7. LICENSING

Jurisdiction: _____

Type of License: _____

License Number: _____

Jurisdiction: _____

Type of License: _____

License Number: _____

8. CERTIFICATIONS

CERTIFIED BY:

Disadvantage Business Enterprise: _____

Minority Business Enterprise: _____

Woman Owned Enterprise: _____

Small Business Enterprise: _____

Other (_____): _____

9. BONDING INFORMATION

Bonding Company: _____

Address: _____

Bonding Agent: _____

Address: _____

Contact Name: _____

Phone: _____

Aggregate Bonding Capacity: _____

Available Bonding Capacity as of date of this submittal: _____

10. FINANCIAL INFORMATION

Financial Institution: _____

Address: _____

Account Manager: _____

Phone: _____

INCLUDE AS AN ATTACHMENT AN AUDITED BALANCE SHEET FOR EACH OF THE
LAST 3 YEARS

11. CONSTRUCTION EXPERIENCE:

Current Experience:

List on **Schedule A** all uncompleted projects currently under contract (If Joint Venture list each participant's projects separately).

Previous Experience:

List on **Schedule B** all projects completed within the last 5 Years (If Joint Venture list each participant's projects separately).

Has firm listed in Section 1 ever failed to complete a construction contract awarded to it?

YES NO

If YES, attach as an Attachment details including Project Owner's contact information.

Has any Corporate Officer, Partner, Joint Venture participant or Proprietor ever failed to complete a construction contract awarded to them in their name or when acting as a principal of another entity?

YES NO

If YES, attach as an Attachment details including Project Owner's contact information.

Are there any judgments, claims, disputes or litigation pending or outstanding involving the firm listed in Section 1 or any of its officers (or any of its partners if a partnership or any of the individual entities if a joint venture)?

YES NO

If YES, attach as an Attachment details including Project Owner's contact information.

12. SAFETY PROGRAM:

Name of Contractor's Safety Officer: _____

Include the following as attachments:

Provide as an Attachment Contractor's (and Contractor's proposed Subcontractors and Suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) OSHA No. 500- Log & Summary of Occupational Injuries & Illnesses for the past 5 years.

Provide as an Attachment Contractor's (and Contractor's proposed Subcontractors and Suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) list of all OSHA Citations & Notifications of Penalty (monetary or other) received within the last 5 years (indicate disposition as applicable) - IF NONE SO STATE.

Provide as an Attachment Contractor's (and Contractor's proposed Subcontractors and Suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) list of all safety citations or violations under any state all received within the last 5 years (indicate disposition as applicable) - IF NONE SO STATE.

Provide the following for the firm listed in Section V (and for each proposed Subcontractor furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) the following (attach additional sheets as necessary):

Workers' compensation Experience Modification Rate (EMR) for the last 5 years:

YEAR	_____	EMR	_____
YEAR	_____	EMR	_____
YEAR	_____	EMR	_____
YEAR	_____	EMR	_____
YEAR	_____	EMR	_____

Total Recordable Frequency Rate (TRFR) for the last 5 years:

YEAR	_____	TRFR	_____
YEAR	_____	TRFR	_____
YEAR	_____	TRFR	_____
YEAR	_____	TRFR	_____
YEAR	_____	TRFR	_____

Total number of man-hours worked for the last 5 Years:

YEAR	_____	TOTAL NUMBER OF MAN-HOURS	_____
YEAR	_____	TOTAL NUMBER OF MAN-HOURS	_____
YEAR	_____	TOTAL NUMBER OF MAN-HOURS	_____
YEAR	_____	TOTAL NUMBER OF MAN-HOURS	_____
YEAR	_____	TOTAL NUMBER OF MAN-HOURS	_____

Provide Contractor's (and Contractor's proposed Subcontractors and Suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) Days Away From Work, Days of Restricted Work Activity or Job Transfer (DART) incidence rate for the particular industry or type of Work to be performed by Contractor and each of Contractor's proposed Subcontractors and Suppliers) for the last 5 years:

YEAR	_____	DART	_____
YEAR	_____	DART	_____
YEAR	_____	DART	_____
YEAR	_____	DART	_____
YEAR	_____	DART	_____

13. EQUIPMENT:

MAJOR EQUIPMENT:

List on **Schedule C** all pieces of major equipment available for use on Owner's Project.

I HEREBY CERTIFY THAT THE INFORMATION SUBMITTED HEREWITH, INCLUDING ANY ATTACHMENTS, IS TRUE TO THE BEST OF MY KNOWLEDGE AND BELIEF.

NAME OF ORGANIZATION: _____

BY: _____

TITLE: _____

DATED: _____

NOTARY ATTEST:

SUBSCRIBED AND SWORN TO BEFORE ME

THIS _____ DAY OF _____, 20__

NOTARY PUBLIC - STATE OF _____

MY COMMISSION EXPIRES: _____

REQUIRED ATTACHMENTS

1. Schedule A (Current Experience).
2. Schedule B (Previous Experience).
3. Schedule C (Major Equipment).
4. Audited balance sheet for each of the last 3 years for firm named in Section 1.
5. Evidence of authority for individuals listed in Section 7 to bind organization to an agreement.
6. Resumes of officers and key individuals (including Safety Officer) of firm named in Section 1.
7. Required safety program submittals listed in Section 13.
8. Additional items as pertinent.

SCHEDULE A

CURRENT EXPERIENCE

Project Name	Owner's Contact Person	Design Engineer	Contract Date	Type of Work	Status	Cost of Work
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				

SCHEDULE B

PREVIOUS EXPERIENCE (Include ALL Projects Completed within last 5 years)

Project Name	Owner's Contact Person	Design Engineer	Contract Date	Type of Work	Status	Cost of Work
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				

SCHEDULE B

PREVIOUS EXPERIENCE (Include ALL Projects Completed within last 5 years)

Project Name	Owner's Contact Person	Design Engineer	Contract Date	Type of Work	Status	Cost of Work
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				

CERTIFICATION FOR CONTRACTS, GRANTS, AND LOANS

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant or Federal loan, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant or loan.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant or loan, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including contracts, subcontracts, and subgrants under grants and loans) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(name)

(date)

(title)

o0o

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of _____)

County of _____) ss.

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

1. He is _____ of _____ the Bidder that has submitted the attached Bid;
2. He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
3. Such Bid is genuine and is not a collusive or sham Bid;
4. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Jefferson County Public Sewer District (Local Public Agency) or any person interested in the proposed Contract; and
5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees or parties in interest, including this affiant.

(Signed) _____

(Name & Title)

Subscribed and sworn to before me this

_____ day of _____, 20_____.

(Notary Public)

My Commission Expires: _____

NOTICE OF AWARD

Date of Issuance:

Owner: Jefferson County Public Sewer District Owner's Contract No.:
Engineer: Heneghan and Associates, P.C. Engineer's Project No.: 80009-502
Project: Weber Hill Terrace/Warren Woods Contract Name:
Sanitary Sewer Improvements

Bidder:

Bidder's Address:

TO BIDDER:

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

Weber Hill Terrace/Warren Woods Sanitary Sewer Improvements the project consists of constructing approximately 23,400 lineal feet of 1.25-inch, 2-inch, 3-inch and 4-inch pressure sewer main and appurtenances.

The Contract Price of the awarded Contract is: \$ _____ [note if subject to unit prices, or cost-plus]

Five (5) unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award or has been transmitted or made available to Bidder electronically.

4 sets of the Drawings will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award:

1. Deliver to Owner Five (5) counterparts of the Agreement, fully executed by Bidder.
2. Deliver with the executed Agreement(s) the Contract security performance and payment bonds and insurance documentation as specified in the Instructions to Bidders and General Conditions, Articles 2 and 6.
3. Other conditions precedent (if any):

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

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

Owner:

Authorized Signature

By:

Title:

Copy: Engineer

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

THIS AGREEMENT is by and between Jefferson County Public Sewer District (“Owner”) and
_____ (“Contractor”).

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

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

ARTICLE 2 – THE PROJECT

The Project, of which the Work under the Contract Documents is a part, is generally described as follows: Jefferson County Public Sewer District- Weber Hill Terrace/Warren Woods Sanitary Sewer Improvements Weber Hill Terrace/Warren Woods Sanitary Sewer Improvements the project consists of constructing approximately 23,400 lineal feet of 1.25-inch, 2-inch, 3-inch and 4-inch pressure sewer main and appurtenances.

ARTICLE 3 – ENGINEER

3.01 The Project has been designed by Heneghan and Associates, P.C.

3.02 The Owner has retained Heneghan and Associates, P.C. (“Engineer”) to act as Owner’s representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

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

4.02 *Contract Times: Days*

A. The Work will be substantially completed within 365 days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 545 days after the date when the Contract Times commence to run.

4.03 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the

delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. Substantial Completion: Contractor shall pay Owner \$800.00 or actual damages whichever is greater for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.
2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$800.00 or actual damages whichever is greater for each day that expires after such time until the Work is completed and ready for final payment.
3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.
4. Milestones: Contractor shall pay Owner \$800.00 or actual damages whichever is greater for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for achievement of Milestone 1, until Milestone 1 is achieved.

4.04 *Special Damages*
[Deleted]

ARTICLE 5 – CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:
- A. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

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

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the [] day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract
 - a. ~~95~~ percent of Work completed (with the balance being retainage); ~~if the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage;~~ and
 - b. 95percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion of the entire construction to be provided under the Contract Documents, Owner shall pay an amount sufficient to increase total payments to Contractor to 95 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

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

ARTICLE 7 – INTEREST

- 7.01 All amounts not paid when due shall bear interest at the maximum legal rate.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

- 8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:
 - A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
 - B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
 - D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the General Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the General Conditions, especially with respect to Technical Data in such reports and drawings.
 - E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and

observations obtained from visits to the Site; and the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.

- F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 Contents

- A. The Contract Documents consist of the following:
 - 1. This Agreement (pages 1 to █, inclusive).
 - 2. Performance bond (pages █ to █, inclusive).
 - 3. Payment bond (pages █ to █, inclusive).
 - 4. Other bonds.
 - a. █ (pages █ to █, inclusive).
 - 5. General Conditions (pages █ to █, inclusive).
 - ~~6.~~ ~~Supplementary Conditions (pages █ to █, inclusive).~~
 - ~~7-6.~~ Specifications as listed in the table of contents of the Project Manual.
 - ~~8-7.~~ Drawings (not attached but incorporated by reference) consisting of █ sheets with each sheet bearing the following general title: █ [or] the Drawings listed on the attached sheet index.
 - ~~9-8.~~ Addenda (numbers █ to █, inclusive).
 - ~~10-9.~~ Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid (pages █ to █, inclusive).
 - ~~11-10.~~ The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.

- b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 Terms

- A. Terms used in this Agreement will have the meanings stated in the General Conditions.

10.02 Assignment of Contract

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

10.03 Successors and Assigns

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

10.04 Severability

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 Contractor's Certifications

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of

Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

10.06 *Other Provisions*

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

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

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

OWNER:

CONTRACTOR:

Jefferson County Public Sewer District

By: _____

By: _____

Title: _____

Title: _____

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

Attest: _____

Attest: _____

Title: _____

Title: _____

Address for giving notices:

Address for giving notices:

4632 Yeager Road

Hillsboro, MO 63050

License No.: _____
(where applicable)

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

PERFORMANCE BOND

CONTRACTOR *(name and address):*

SURETY *(name and address of principal place of business):*

OWNER *(name and address):*

Jefferson County Public Sewer District
 4632 Yeager Road
 Hillsboro, MO 63050

CONSTRUCTION CONTRACT

Effective Date of the Agreement:
 Amount:

Description *(name and location):* Weber Hill Terrace/Warren Woods Sanitary Sewer Improvements the project consists of constructing approximately 23,400 lineal feet of 1.25-inch, 2-inch, 3-inch and 4-inch pressure sewer main and appurtenances.

BOND

Bond Number:
 Date *(not earlier than the Effective Date of the Agreement of the Construction Contract):*
 Amount:
 Modifications to this Bond Form: None See Paragraph 16

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

SURETY

 Contractor's Name and Corporate Seal *(seal)*

 Surety's Name and Corporate Seal *(seal)*

By: _____
 Signature

By: _____
 Signature *(attach power of attorney)*

 Print Name

 Print Name

 Title

 Title

Attest: _____
 Signature

Attest: _____
 Signature

 Title

 Title

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

IMPORTANT - 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 Missouri.

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

2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.

3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after:

3.1 The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;

3.2 The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and

3.3 The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence,

to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:

5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:

7.1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

7.2 additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and

7.3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.

9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.

10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.

11. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

14. Definitions

14.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims

for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

14.2 Construction Contract: The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

14.3 Contractor Default: Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

14.4 Owner Default: Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

14.5 Contract Documents: All the documents that comprise the agreement between the Owner and Contractor.

15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

16. Modifications to this Bond are as follows:

PAYMENT BOND

CONTRACTOR *(name and address):*

SURETY *(name and address of principal place of business):*

OWNER *(name and address):*

Jefferson County Public Sewer District
4632 Yeager Road
Hillsboro, MO 63050

CONSTRUCTION CONTRACT

Effective Date of the Agreement:

Amount:

Description *(name and location):* Weber Hill Terrace/Warren Woods Sanitary Sewer Improvements the project consists of constructing approximately 23,400 lineal feet of 1.25-inch, 2-inch, 3-inch and 4-inch pressure sewer main and appurtenances.

BOND

Bond Number:

Date *(not earlier than the Effective Date of the Agreement of the Construction Contract):*

Amount:

Modifications to this Bond Form: None See Paragraph 18

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

SURETY

(seal)
Contractor's Name and Corporate Seal

(seal)
Surety's Name and Corporate Seal

By: _____
Signature

By: _____
Signature *(attach power of attorney)*

Print Name

Print Name

Title

Title

Attest: _____
Signature

Attest: _____
Signature

Title

Title

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable. IMPORTANT - 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 Missouri

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.
4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.
5. The Surety's obligations to a Claimant under this Bond shall arise after the following:
 - 5.1 Claimants who do not have a direct contract with the Contractor,
 - 5.1.1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
 - 5.1.2 have sent a Claim to the Surety (at the address described in Paragraph 13).
 - 5.2 Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).
6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.
7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
 - 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
 - 7.2 Pay or arrange for payment of any undisputed amounts.
 - 7.3 The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.
8. The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
9. Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.
11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.

12. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
13. Notice and Claims to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.
14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.
16. **Definitions**
 - 16.1 **Claim:** A written statement by the Claimant including at a minimum:
 1. The name of the Claimant;
 2. The name of the person for whom the labor was done, or materials or equipment furnished;
 3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
 4. A brief description of the labor, materials, or equipment furnished;
 5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
 6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
 7. The total amount of previous payments received by the Claimant; and
 - 16.2 **Claimant:** An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.
 - 16.3 **Construction Contract:** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.
 - 16.4 **Owner Default:** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
 - 16.5 **Contract Documents:** All the documents that comprise the agreement between the Owner and Contractor.
8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.
17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.
18. Modifications to this Bond are as follows:

NOTICE TO PROCEED

Owner: Jefferson County Public Sewer District Owner's Contract No.:

Contractor: Contractor's Project No.:

Engineer: Heneghan and Associates, P.C. Engineer's Project No.: 80009-502

Project: Weber Hill Terrace/Warren Woods Contract Name:
Sanitary Sewer Improvements

Effective Date of Contract:

TO CONTRACTOR:

Owner hereby notifies Contractor that the Contract Times under the above Contract will commence to run on [_____, 20__]. [see Paragraph 4.01 of the General Conditions]

On that date, Contractor shall start performing its obligations under the Contract Documents. No Work shall be done at the Site prior to such date. In accordance with the Agreement, [the date of Substantial Completion is _____, and the date of readiness for final payment is _____] *or* [the number of days to achieve Substantial Completion is _____, and the number of days to achieve readiness for final payment is _____].

Before starting any Work at the Site, Contractor must comply with the following:
[Note any access limitations, security procedures, or other restrictions]

Owner:

Authorized Signature

By:

Title:

Date Issued:

Copy: Engineer

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

TABLE OF CONTENTS

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

5.06	Hazardous Environmental Conditions at Site	15
ARTICLE 6 – Bonds and Insurance		17
6.01	Performance, Payment, and Other Bonds	17
6.02	Insurance—General Provisions.....	18
6.03	Contractor’s Insurance	19
6.04	Owner’s Liability Insurance.....	22
6.05	Property Insurance	22
6.06	Waiver of Rights	24
6.07	Receipt and Application of Property Insurance Proceeds	25
ARTICLE 7 – Contractor’s Responsibilities		25
7.01	Supervision and Superintendence	25
7.02	Labor; Working Hours	25
7.03	Services, Materials, and Equipment.....	26
7.04	“Or Equals”	26
7.05	Substitutes	27
7.06	Concerning Subcontractors, Suppliers, and Others.....	28
7.07	Patent Fees and Royalties.....	29
7.08	Permits	30
7.09	Taxes	30
7.10	Laws and Regulations	30
7.11	Record Documents	31
7.12	Safety and Protection	31
7.13	Safety Representative.....	32
7.14	Hazard Communication Programs	32
7.15	Emergencies	32
7.16	Shop Drawings, Samples, and Other Submittals.....	32
7.17	Contractor’s General Warranty and Guarantee.....	34
7.18	Indemnification	35
7.19	Delegation of Professional Design Services	35
ARTICLE 8 – Other Work at the Site		36
8.01	Other Work	36
8.02	Coordination.....	36
8.03	Legal Relationships.....	37
ARTICLE 9 – Owner’s Responsibilities		37

9.01	Communications to Contractor	37
9.02	Replacement of Engineer	37
9.03	Furnish Data	38
9.04	Pay When Due	38
9.05	Lands and Easements; Reports, Tests, and Drawings	38
9.06	Insurance	38
9.07	Change Orders.....	38
9.08	Inspections, Tests, and Approvals.....	38
9.09	Limitations on Owner’s Responsibilities	38
9.10	Undisclosed Hazardous Environmental Condition	38
9.11	Evidence of Financial Arrangements	38
9.12	Safety Programs	38
ARTICLE 10 – Engineer’s Status During Construction		38
10.01	Owner’s Representative	38
10.02	Visits to Site	39
10.03	Project Representative.....	39
10.04	Rejecting Defective Work.....	41
10.05	Shop Drawings, Change Orders and Payments.....	42
10.06	Determinations for Unit Price Work	42
10.07	Decisions on Requirements of Contract Documents and Acceptability of Work	42
10.08	Limitations on Engineer’s Authority and Responsibilities	42
10.09	Compliance with Safety Program	42
ARTICLE 11 – Amending the Contract Documents; Changes in the Work.....		43
11.01	Amending and Supplementing Contract Documents	43
11.02	Owner-Authorized Changes in the Work.....	43
11.03	Unauthorized Changes in the Work	44
11.04	Change of Contract Price	44
11.05	Change of Contract Times	45
11.06	Change Proposals	45
11.07	Execution of Change Orders	45
11.08	Notification to Surety.....	46
ARTICLE 12 – Claims		46
12.01	Claims	46
ARTICLE 13 – Cost of the Work; Allowances; Unit Price Work		47

13.01	Cost of the Work	47
13.02	Allowances.....	49
13.03	Unit Price Work	50
ARTICLE 14 – Tests and Inspections; Correction, Removal or Acceptance of Defective Work ...		50
14.01	Access to Work	50
14.02	Tests, Inspections, and Approvals.....	51
14.03	Defective Work	51
14.04	Acceptance of Defective Work	52
14.05	Uncovering Work.....	52
14.06	Owner May Stop the Work	52
14.07	Owner May Correct Defective Work.....	53
ARTICLE 15 – Payments to Contractor; Set-Offs; Completion; Correction Period		53
15.01	Progress Payments	53
15.02	Contractor’s Warranty of Title.....	56
15.03	Substantial Completion	56
15.04	Partial Use or Occupancy.....	57
15.05	Final Inspection.....	57
15.06	Final Payment	58
15.07	Waiver of Claims	59
15.08	Correction Period	59
ARTICLE 16 – Suspension of Work and Termination		59
16.01	Owner May Suspend Work.....	59
16.02	Owner May Terminate for Cause.....	60
16.03	Owner May Terminate For Convenience.....	61
16.04	Contractor May Stop Work or Terminate	61
ARTICLE 17 – Final Resolution of Disputes.....		61
17.01	Methods and Procedures	61
ARTICLE 18 – Miscellaneous		62
18.01	Giving Notice.....	62
18.02	Computation of Times.....	62
18.03	Cumulative Remedies	62
18.04	Limitation of Damages.....	62
18.05	No Waiver	62

18.06	Survival of Obligations	62
18.07	Controlling Law	62
18.08	Headings.....	62
18.09	Tribal Sovereignty.....	63
18.10	Privity of Contract.....	63
ARTICLE 19 – Federal Requirements		63
19.01	Contract Approval.....	63
19.02	Conflict of Interest	63
19.03	Gratuities.....	63
19.04	Audit and Access to Records	63
19.05	Small, Minority, and Women’s Businesses	64
19.06	Anti-Kickback.....	64
19.07	Clean Air Act (42U.S.C. 7506(C))and the Federal Water Pollution Control Act (33 U.S.C. 1368) as amended:.....	64
19.08	State Energy Policy	64
19.09	Equal Employment Opportunity	64
19.10	Byrd Anti- Lobbying Amendment (31 U.S.C. 1352).....	65
19.11	Environmental Requirements.....	65
19.12	Contract Work Hours and Safety Standard Act (40U.S.C. 3701-3708):.....	66
19.13	Debarment and Suspension (Executive Orders 12549 and 12689).....	67
19.14	Procurement of Recovered Materials:.....	67
19.15	Central Contractor Registration	67
Article 20 – State of Missouri Requirements		67
20.01	Access to Construction Site and Contract Records - 10 CSR 20-4.040(17); Clean Water Act sec. 308 (B)j	67
20.04	Payment Provisions - 10 CSR 20-4.040(20)	68
20.05	Contract Work Hours and Safety Standards Act – 40 U.S.C. 327-330.....	68
20.06	Energy Efficiency Requirements - Energy Policy and Conservation Act (P.L.94-163, 89 Stat. 871)	68
20.07	False Claims Act.....	68
20.08	Recycled Materials – U.S.C. 6962 (RCRA Section 6002).....	68
20.09	Small Business Act – P.L. 100-590	68
20.09	Missouri Products - Chap. 71.140 RSMo. 1986 (Only applies to loan only funded projects)	69
20.10	Missouri Firms - Sec. 34.076 RSMo. 1986 (Only applies to loan only funded projects)	69

Article 21 – Other Requirements 69

21.01 Certified Payroll..... 69

~~21.02~~ American Iron and Steel – Sec. 608.(a) of the Federal Water Pollution Control Act

21.03 Document Retention..... 69

ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

- A. Wherever used in the Bidding Requirements or Contract Documents, a term printed with initial capital letters, including the term's singular and plural forms, will have the meaning indicated in the definitions below. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.
1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.
 2. *Agreement*—The written instrument, executed by Owner and Contractor, that sets forth the Contract Price and Contract Times, identifies the parties and the Engineer, and designates the specific items that are Contract Documents.
 3. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
 4. *Bid*—The offer of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
 5. *Bidder*—An individual or entity that submits a Bid to Owner.
 6. *Bidding Documents*—The Bidding Requirements, the proposed Contract Documents, and all Addenda.
 7. *Bidding Requirements*—The advertisement or invitation to bid, Instructions to Bidders, Bid Bond or other Bid security, if any, the Bid Form, and the Bid with any attachments.
 8. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, or other revision to the Contract, issued on or after the Effective Date of the Contract. The Change Order form to be used on this Project is EJCDC C-941. Agency approval is required before Change Orders are effective.
 9. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment in Contract Price or Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Contract.
 10. *Claim*—(a) A demand or assertion by Owner directly to Contractor, duly submitted in compliance with the procedural requirements set forth herein: seeking an adjustment of Contract Price or Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; contesting Engineer's decision regarding a Change Proposal; seeking resolution of a contractual issue that Engineer has declined to address; or seeking other relief with respect to the terms of the Contract; or (b) a demand or assertion by Contractor directly to Owner, duly submitted in compliance with the procedural requirements set forth herein, contesting Engineer's decision regarding a Change Proposal; or seeking resolution of a contractual issue that Engineer has declined to address. A demand for money or services by a third party is not a Claim.
 11. *Constituent of Concern*—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq.

(“CERCLA”); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5501 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. (“RCRA”); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

12. *Contract*—The entire and integrated written contract between the Owner and Contractor concerning the Work.
13. *Contract Documents*—Those items so designated in the Agreement, and which together comprise the Contract.
14. *Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Contract Documents. .
15. *Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve Milestones, if any; (b) achieve Substantial Completion; and (c) complete the Work.
16. *Contractor*—The individual or entity with which Owner has contracted for performance of the Work.
17. *Cost of the Work*—See Paragraph 13.01 for definition.
18. *Drawings*—The part of the Contract that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
19. *Effective Date of the Contract*—The date, indicated in the Agreement, on which the Contract becomes effective.
20. *Engineer*—The individual or entity named as such in the Agreement.
21. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Contract Price or the Contract Times.
22. *Hazardous Environmental Condition*—The presence at the Site of Constituents of Concern in such quantities or circumstances that may present a danger to persons or property exposed thereto. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated in the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of the Contract, does not establish a Hazardous Environmental Condition.
23. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
24. *Liens*—Charges, security interests, or encumbrances upon Contract-related funds, real property, or personal property.
25. *Milestone*—A principal event in the performance of the Work that the Contract requires Contractor to achieve by an intermediate completion date or by a time prior to Substantial Completion of all the Work.
26. *Notice of Award*—The written notice by Owner to a Bidder of Owner’s acceptance of the Bid.
27. *Notice to Proceed*—A written notice by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work.
28. *Owner*—The individual or entity with which Contractor has contracted regarding the Work, and which has agreed to pay Contractor for the performance of the Work, pursuant to the terms of the Contract.

29. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor’s plan to accomplish the Work within the Contract Times.
30. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the Work to be performed under the Contract Documents is a part.
31. *Project Manual*—The written documents prepared for, or made available for, procuring and constructing the Work, including but not limited to the Bidding Documents or other construction procurement documents, geotechnical and existing conditions information, the Agreement, bond forms, General Conditions, ~~Supplementary Conditions~~, and Specifications. The contents of the Project Manual may be bound in one or more volumes.
32. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site. As used herein, the term Resident Project Representative or “RPR” includes any assistants or field staff of Resident Project Representative.
33. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
34. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements for Engineer’s review of the submittals and the performance of related construction activities.
35. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor’s Applications for Payment.
36. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Contract Documents.
37. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.
38. *Specifications*—The part of the Contract that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
39. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
40. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.
41. *Successful Bidder*—The Bidder whose Bid the Owner accepts, and to which the Owner makes an award of contract, subject to stated conditions.
42. *Supplementary Conditions*—~~The part of the Contract that amends or supplements these General Conditions.~~ N/A

43. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
44. *Technical Data*—Those items expressly identified as Technical Data in these Standard General Conditions in the Supplementary Conditions, with respect to either (a) subsurface conditions at the Site, or physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) or (b) Hazardous Environmental Conditions at the Site. If no such express identifications of Technical Data have been made with respect to conditions at the Site, then the data contained in boring logs, recorded measurements of subsurface water levels, laboratory test results, and other factual, objective information regarding conditions at the Site that are set forth in any geotechnical or environmental report prepared for the Project and made available to Contractor are hereby defined as Technical Data with respect to conditions at the Site under Paragraphs 5.03, 5.04, and 5.06.
45. *Underground Facilities*—All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including but not limited to those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, fiber optic transmissions, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.
46. *Unit Price Work*—Work to be paid for on the basis of unit prices.
47. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.
48. *Work Change Directive*—A written directive to Contractor issued on or after the Effective Date of the Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work. A Work Change Directive cannot change Contract Price or Contract Times without a subsequent Change Order.
49. *Abnormal Weather Conditions*—Conditions of extreme or unusual weather for a given region, elevation, or season as determined by Engineer. Extreme or unusual weather that is typical for a given region, elevation, or season should not be considered Abnormal Weather Conditions.
50. *Agency*—The Project is financed in whole or in part by Missouri Department of Natural Resources (MoDNR) Rural Sewer Grant (RSG) program pursuant to the Missouri Clean Water Law (Chapter 644, Revised Statutes of Missouri) RSG program is administered through the offices; therefore, the Agency for these documents is Missouri Department of Natural Resources.

1.02 Terminology

- A. The words and terms discussed in the following paragraphs are not defined but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.
- B. *Intent of Certain Terms or Adjectives*:
 1. The Contract Documents include the terms “as allowed,” “as approved,” “as ordered,” “as directed” or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives “reasonable,” “suitable,” “acceptable,” “proper,” “satisfactory,” or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the

Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Article 10 or any other provision of the Contract Documents.

C. *Day:*

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

D. *Defective:*

1. The word “defective,” when modifying the word “Work,” refers to Work that is unsatisfactory, faulty, or deficient in that it:
 - a. does not conform to the Contract Documents; or
 - b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or
 - c. has been damaged prior to Engineer’s recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 15.03 or 15.04).

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

1. The word “furnish,” when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.
2. The word “install,” when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.
3. The words “perform” or “provide,” when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.
4. If the Contract Documents establish an obligation of Contractor with respect to specific services, materials, or equipment, but do not expressly use any of the four words “furnish,” “install,” “perform,” or “provide,” then Contractor shall furnish and install said services, materials, or equipment complete and ready for intended use.

- F. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 – PRELIMINARY MATTERS

2.01 *Delivery of Bonds and Evidence of Insurance*

- A. *Bonds:* When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner such bonds as Contractor may be required to furnish.
- B. *Evidence of Contractor’s Insurance:* When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner, with copies to each named insured and additional insured (as identified in the ~~Standard General Conditions~~ ~~Supplementary Conditions~~ or elsewhere in the Contract), the certificates and other evidence of insurance required to be provided by Contractor in accordance with Article 6.
- C. *Evidence of Owner’s Insurance:* After receipt of the executed counterparts of the Agreement and all required bonds and insurance documentation, Owner shall promptly deliver to Contractor, with

copies to each named insured and additional insured (as identified in the Standard General Conditions~~Supplementary Conditions~~ or otherwise), the certificates and other evidence of insurance required to be provided by Owner under Article 6.

2.02 *Copies of Documents*

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

2.03 *Before Starting Construction*

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

2.04 *Preconstruction Conference; Designation of Authorized Representatives*

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

2.05 *Initial Acceptance of Schedules*

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

3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to the component parts of the Work.

2.06 *Electronic Transmittals*

- A. Except as otherwise stated elsewhere in the Contract, the Owner, Engineer, and Contractor may transmit, and shall accept, Project-related correspondence, text, data, documents, drawings, information, and graphics, including but not limited to Shop Drawings and other submittals, in electronic media or digital format, either directly, or through access to a secure Project website.
- B. If the Contract does not establish protocols for electronic or digital transmittals, then Owner, Engineer, and Contractor shall jointly develop such protocols.
- C. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

ARTICLE 3 – DOCUMENTS: INTENT, REQUIREMENTS, REUSE

3.01 *Intent*

- A. The Contract Documents are complementary; what is required by one is as binding as if required by all.
- B. It is the intent of the Contract Documents to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents.
- C. Unless otherwise stated in the Contract Documents, if there is a discrepancy between the electronic or digital versions of the Contract Documents (including any printed copies derived from such electronic or digital versions) and the printed record version, the printed record version shall govern.
- D. The Contract supersedes prior negotiations, representations, and agreements, whether written or oral.
- E. Engineer will issue clarifications and interpretations of the Contract Documents as provided herein.

3.02 *Reference Standards*

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

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies:*

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

B. *Resolving Discrepancies:*

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

3.04 *Requirements of the Contract Documents*

- A. During the performance of the Work and until final payment, Contractor and Owner shall submit to the Engineer all matters in question concerning the requirements of the Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Contract Documents, as soon as possible after such matters arise. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work thereunder.
- B. Engineer will, with reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Contract Documents. Engineer's written clarification, interpretation, or decision will be final and binding on Contractor, unless it appeals by submitting a Change Proposal, and on Owner, unless it appeals by filing a Claim.
- C. If a submitted matter in question concerns terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work under the Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to Owner and Contractor that

Engineer is unable to provide a decision or interpretation. If Owner and Contractor are unable to agree on resolution of such a matter in question, either party may pursue resolution as provided in Article 12.

3.05 *Reuse of Documents*

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

ARTICLE 4 – COMMENCEMENT AND PROGRESS OF THE WORK

4.01 *Commencement of Contract Times; Notice to Proceed*

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

4.02 *Starting the Work*

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

4.03 *Reference Points*

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

4.04 *Progress Schedule*

- A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.05 as it may be adjusted from time to time as provided below.
1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.05) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times.
 2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 11.

- B. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, or during any appeal process, except as permitted by Paragraph 16.04, or as Owner and Contractor may otherwise agree in writing.

4.05 *Delays in Contractor's Progress*

- A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Times and Contract Price. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
- B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor. Delay, disruption, and interference attributable to and within the control of a Subcontractor or Supplier shall be deemed to be within the control of Contractor.
- C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays, disruption, and interference described in this paragraph. Causes of delay, disruption, or interference that may give rise to an adjustment in Contract Times under this paragraph include but are not limited to the following:
 - 1. severe and unavoidable natural catastrophes such as fires, floods, epidemics, and earthquakes;
 - 2. ~~abnormal weather conditions~~; Abnormal Weather Conditions;
 - 3. acts or failures to act of utility owners (other than those performing other work at or adjacent to the Site by arrangement with the Owner, as contemplated in Article 8); and
 - 4. acts of war or terrorism.
- D. Delays, disruption, and interference to the performance or progress of the Work resulting from the existence of a differing subsurface or physical condition, an Underground Facility that was not shown or indicated by the Contract Documents, or not shown or indicated with reasonable accuracy, and those resulting from Hazardous Environmental Conditions, are governed by Article 5.
- E. Paragraph 8.03 governs delays, disruption, and interference to the performance or progress of the Work resulting from the performance of certain other work at or adjacent to the Site.
- F. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor.
- G. Contractor must submit any Change Proposal seeking an adjustment in Contract Price or Contract Times under this paragraph within 30 days of the commencement of the delaying, disrupting, or interfering event.

ARTICLE 5 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

5.01 *Availability of Lands*

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

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

5.02 *Use of Site and Other Areas*

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

1. Contractor shall confine construction equipment, temporary construction facilities, the storage of materials and equipment, and the operations of workers to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and such other adjacent areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for (a) damage to the Site; (b) damage to any such other adjacent areas used for Contractor's operations; (c) damage to any other adjacent land or areas; and (d) for injuries and losses sustained by the owners or occupants of any such land or areas; provided that such damage or injuries result from the performance of the Work or from other actions or conduct of the Contractor or those for which Contractor is responsible.
 2. If a damage or injury claim is made by the owner or occupant of any such land or area because of the performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible, Contractor shall (a) take immediate corrective or remedial action as required by Paragraph 7.12, or otherwise; (b) promptly attempt to settle the claim as to all parties through negotiations with such owner or occupant, or otherwise resolve the claim by arbitration or other dispute resolution proceeding, or at law; and (c) to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claim, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused directly or indirectly, in whole or in part by, or based upon, Contractor's performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible.
- B. *Removal of Debris During Performance of the Work:* During the progress of the Work the Contractor shall keep the Site and other adjacent areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.
 - C. *Cleaning:* Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site and adjacent areas all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.
 - D. *Loading of Structures:* Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent structures or land to stresses or pressures that will endanger them.

5.03 *Subsurface and Physical Conditions*

A. No Reports of explorations or tests of subsurface conditions at or adjacent to the Site, or drawings of physical conditions relating to existing surface or subsurface structures at the Site, are known to the Owner.

~~B.— *Reports and Drawings:* The Supplementary Conditions identify:~~

- ~~1.— those reports known to Owner of explorations and tests of subsurface conditions at or adjacent to the Site;~~
- ~~2.— those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities); and~~
- ~~3.— Technical Data contained in such reports and drawings.~~

~~C.— *Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely upon the accuracy of the Technical Data (as defined in Article 1) contained in any geotechnical or environmental report prepared for the Project and made available to Contractor. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:~~

- ~~1.— the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or~~
 - ~~2.— other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or~~
- ~~— any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions, or information.~~

~~— The following reports of explorations and tests of subsurface conditions at or adjacent to the Site are known to Owner:~~

~~— **Report dated** *[May 21, 2013, prepared by Aye and Bea, Consulting Engineers, Philadelphia, Pa., entitled: "Results of Investigation of Subsoil Conditions and Professional Recommendations for Foundations of Iron Foundry at South and Front Streets, Pembrig, NJ", consisting of 42 pages.]* **The Technical Data contained in such report upon whose accuracy Contractor may rely are** *[here indicate any such Technical Data, or state "none."]* **for** **[those indicated in the definition of Technical Data in the General Conditions.]**~~

~~— **Report dated** *[May 2, 2000, prepared by Eeks, Wye and Tzee, Inc., Baltimore, Md., entitled: "Tests of Water Quality in Mixer River at Pembrig, NJ", consisting of 26 pages.]* **The Technical Data contained in such report upon whose accuracy Contractor may rely are** *[here indicate any such Technical Data, or state "none."]* **for** **[as indicated in the definition of Technical Data in the General Conditions.]**~~

~~— The following drawings of physical conditions relating to existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities) are known to Owner:~~

~~— **Drawings dated** *[March 2, 2000, of Route 24A Overpass Abutment, prepared by Dea & Associates, Inc., Wilmington, Del., entitled: "Record Drawings: Route No. 24A Overpass Abutment", consisting of 12 sheets numbered 001 to 012, inclusive.]* **None of the contents of such drawings is Technical Data on whose accuracy Contractor may**~~

~~B. may examine copies of reports and drawings identified immediately above that were not included with the Bidding Documents at [insert location] during regular business hours, or may request copies from Engineer, at the cost of reproduction~~

5.04 *Differing Subsurface or Physical Conditions*

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

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

- B. *Engineer's Review:* After receipt of written notice as required by the preceding paragraph, Engineer will promptly review the subsurface or physical condition in question; determine the necessity of Owner's obtaining additional exploration or tests with respect to the condition; conclude whether the condition falls within any one or more of the differing site condition categories in Paragraph 5.04.A above; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and advise Owner in writing of Engineer's findings, conclusions, and recommendations.
- C. *Owner's Statement to Contractor Regarding Site Condition:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.
- D. *Possible Price and Times Adjustments:*
1. Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, or both, to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:
 - a. such condition must fall within any one or more of the categories described in Paragraph 5.04.A;
 - b. with respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03; and,
 - c. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.

2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times with respect to a subsurface or physical condition if:
 - a. Contractor knew of the existence of such condition at the time Contractor made a commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract, or otherwise; or
 - b. the existence of such condition reasonably could have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas expressly required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such commitment; or
 - c. Contractor failed to give the written notice as required by Paragraph 5.04.A.
3. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, or both, then any such adjustment shall be set forth in a Change Order.
4. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, or both, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the subsurface or physical condition in question.

5.05 *Underground Facilities*

- A. *Contractor's Responsibilities:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or adjacent to the Site is based on information and data furnished to Owner or Engineer by the owners of such Underground Facilities, including Owner, or by others. Unless it is otherwise expressly provided in the Standard General Conditions~~Supplementary Conditions~~:
 1. Owner and Engineer do not warrant or guarantee the accuracy or completeness of any such information or data provided by others; and
 2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:
 - a. reviewing and checking all information and data regarding existing Underground Facilities at the Site;
 - b. locating all Underground Facilities shown or indicated in the Contract Documents as being at the Site;
 - c. coordination of the Work with the owners (including Owner) of such Underground Facilities, during construction; and
 - d. the safety and protection of all existing Underground Facilities at the Site, and repairing any damage thereto resulting from the Work.
- B. *Notice by Contractor:* If Contractor believes that an Underground Facility that is uncovered or revealed at the Site was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy, then Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer.
- C. *Engineer's Review:* Engineer will promptly review the Underground Facility and conclude whether such Underground Facility was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the Underground Facility in question; determine the extent, if any, to which a change is required in the Drawings or Specifications to reflect and document the consequences of the

existence or location of the Underground Facility; and advise Owner in writing of Engineer's findings, conclusions, and recommendations. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.

- D. *Owner's Statement to Contractor Regarding Underground Facility:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the Underground Facility in question, addressing the resumption of Work in connection with such Underground Facility, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations in whole or in part.
- E. *Possible Price and Times Adjustments:*
1. Contractor shall be entitled to an equitable adjustment in the Contract Price or Contract Times, or both, to the extent that any existing Underground Facility at the Site that was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:
 - a. Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated the existence or actual location of the Underground Facility in question;
 - b. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03;
 - c. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times; and
 - d. Contractor gave the notice required in Paragraph 5.05.B.
 2. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, or both, then any such adjustment shall be set forth in a Change Order.
 3. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, or both, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the Underground Facility in question.

5.06 *Hazardous Environmental Conditions at Site*

A. Reports and Drawings: No reports or drawings related to Hazardous Environmental Conditions at the Site are known to Owner.

B. Reliance by Contractor on Technical Data Authorized: Not Used.

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

- ~~1. those reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site; and~~

~~— Technical Data contained in such reports and drawings.~~

~~— The following reports regarding Hazardous Environmental Conditions at the Site are known to Owner:~~

~~— Report dated December 10, 2012, prepared by Eph Environmental Consultants, Princeton, N.J., entitled: "Results of Investigation of Conditions at Iron Foundry at South and Front Streets, Pemburg, NJ", consisting of 27 pages. The Technical Data contained in such report upon whose accuracy Contractor may rely are [here indicate any such Technical Data or state "none."]~~

~~The following drawings regarding Hazardous Environmental Conditions at the Site are known to Owner:~~

~~Drawings dated November 27, 2002, prepared by Eph Environmental Consultants, Princeton, N.J., entitled: "Iron Foundry Site Conditions", consisting of 5 sheets numbered [redacted] to [redacted], inclusive:~~

~~1) All of the information in such drawings constitutes Technical Data on whose accuracy Contractor may rely, except for [redacted] appearing on Drawing No. [redacted] and [redacted] appearing on Drawing No. [redacted].~~

~~B. Reliance by Contractor on Technical Data Authorized: Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely on the accuracy of the Technical Data (as defined in Article 1) contained in any geotechnical or environmental report prepared for the Project and made available to Contractor. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:~~

- ~~1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto; or~~
- ~~2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or~~
- ~~3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions or information.~~

~~C. Contractor shall not be responsible for removing or remediating any Hazardous Environmental Condition encountered, uncovered, or revealed at the Site unless such removal or remediation is expressly identified in the Contract Documents to be within the scope of the Work.~~

~~D. Contractor shall be responsible for controlling, containing, and duly removing all Constituents of Concern brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible, and for any associated costs; and for the costs of removing and remediating any Hazardous Environmental Condition created by the presence of any such Constituents of Concern.~~

~~E. If Contractor encounters, uncovers, or reveals a Hazardous Environmental Condition whose removal or remediation is not expressly identified in the Contract Documents as being within the scope of the Work, or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, then Contractor shall immediately: (1) secure or otherwise isolate such condition; (2) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 7.15); and (3) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 5.06.F. If Contractor or anyone for whom Contractor is responsible created the Hazardous Environmental Condition in question, then Owner may remove and remediate the Hazardous Environmental Condition, and impose a set off against payments to account for the associated costs.~~

~~F. Contractor shall not resume Work in connection with such Hazardous Environmental Condition or in any affected area until after Owner has obtained any required permits related thereto, and delivered written notice to Contractor either (1) specifying that such condition and any affected area is or has~~

been rendered safe for the resumption of Work, or (2) specifying any special conditions under which such Work may be resumed safely.

- G. ~~If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, then within 30 days of Owner's written notice regarding the resumption of Work, Contractor may submit a Change Proposal, or Owner may impose a set-off.~~
- H. ~~If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work, following the contractual change procedures in Article 11. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 8.~~
- I. ~~To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition (1) was not shown or indicated in the Drawings, Specifications, or other Contract Documents, identified as Technical Data entitled to limited reliance pursuant to Paragraph 5.06.B, or identified in the Contract Documents to be included within the scope of the Work, and (2) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.H shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.~~
- J. ~~To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the failure to control, contain, or remove a Constituent of Concern brought to the Site by Contractor or by anyone for whom Contractor is responsible, or to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.J shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.~~
- K. ~~The provisions of Paragraphs 5.03, 5.04, and 5.05 do not apply to the presence of Constituents of Concern or to a Hazardous Environmental Condition uncovered or revealed at the Site.~~

ARTICLE 6 – BONDS AND INSURANCE

6.01 *Performance, Payment, and Other Bonds*

- A. Contractor shall furnish a performance bond and a payment bond, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of all of Contractor's obligations under the Contract. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 15.08, whichever is later, except as provided otherwise by Laws or Regulations, ~~the Supplementary Conditions~~, or other specific provisions of the Contract. Contractor shall also furnish such other bonds as are required ~~by the Supplementary Conditions~~ or other specific provisions of the Contract.
- B. All bonds shall be in the form prescribed by the Contract except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as

published in Circular 570 (as amended and supplemented) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. A bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.

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

6.02 Insurance—General Provisions

- A. Owner and Contractor shall obtain and maintain insurance as required in this Article ~~and in the Supplementary Conditions.~~
- B. All insurance required by the Contract to be purchased and maintained by Owner or Contractor shall be obtained from insurance companies that are duly licensed or authorized, in the state or jurisdiction in which the Project is located, to issue insurance policies for the required limits and coverages. ~~Unless a different standard is indicated in the Supplementary Conditions, all~~ All companies that provide insurance policies required under this Contract shall have an A.M. Best rating of A-VII or better.
- C. Contractor shall deliver to Owner, with copies to each named insured and additional insured (as identified in this Article, ~~in the Supplementary Conditions,~~ or elsewhere in the Contract), certificates of insurance establishing that Contractor has obtained and is maintaining the policies, coverages, and endorsements required by the Contract. Upon request by Owner or any other insured, Contractor shall also furnish other evidence of such required insurance, including but not limited to copies of policies and endorsements, and documentation of applicable self-insured retentions and deductibles. Contractor may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.
- D. Owner shall deliver to Contractor, with copies to each named insured and additional insured (as identified in this Article, ~~the Supplementary Conditions,~~ or elsewhere in the Contract), certificates of insurance establishing that Owner has obtained and is maintaining the policies, coverages, and endorsements required of Owner by the Contract (if any). Upon request by Contractor or any other insured, Owner shall also provide other evidence of such required insurance (if any), including but not limited to copies of policies and endorsements, and documentation of applicable self-insured retentions and deductibles. Owner may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.
- E. Failure of Owner or Contractor to demand such certificates or other evidence of the other party's full compliance with these insurance requirements, or failure of Owner or Contractor to identify a deficiency in compliance from the evidence provided, shall not be construed as a waiver of the other party's obligation to obtain and maintain such insurance.
- F. If either party does not purchase or maintain all of the insurance required of such party by the Contract, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage.

- G. If Contractor has failed to obtain and maintain required insurance, Owner may exclude the Contractor from the Site, impose an appropriate set-off against payment, and exercise Owner's termination rights under Article 16.
- H. Without prejudice to any other right or remedy, if a party has failed to obtain required insurance, the other party may elect to obtain equivalent insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and the Contract Price shall be adjusted accordingly.
- I. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor or Contractor's interests.
- J. The insurance and insurance limits required herein shall not be deemed as a limitation on Contractor's liability under the indemnities granted to Owner and other individuals and entities in the Contract.

6.03 Contractor's Insurance

- A. *Workers' Compensation*: Contractor shall purchase and maintain workers' compensation and employer's liability insurance for:
 - 1. claims under workers' compensation, disability benefits, and other similar employee benefit acts.
 - 2. United States Longshoreman and Harbor Workers' Compensation Act and Jones Act coverage (if applicable).
 - 3. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees (by stop-gap endorsement in monopolist worker's compensation states).
 - 4. Foreign voluntary worker compensation (if applicable).
- B. *Commercial General Liability—Claims Covered*: Contractor shall purchase and maintain commercial general liability insurance, covering all operations by or on behalf of Contractor, on an occurrence basis, against:
 - 1. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees.
 - 2. claims for damages insured by reasonably available personal injury liability coverage.
 - 3. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom.
- C. *Commercial General Liability—Form and Content*: Contractor's commercial liability policy shall be written on a 1996 (or later) ISO commercial general liability form (occurrence form) and include the following coverages and endorsements:
 - 1. Products and completed operations coverage:
 - a. Such insurance shall be maintained for three years after final payment.
 - b. Contractor shall furnish Owner and each other additional insured (as identified ~~in the Supplementary Conditions or~~ elsewhere in the Contract) evidence of continuation of such insurance at final payment and three years thereafter.
 - 2. Blanket contractual liability coverage, to the extent permitted by law, including but not limited to coverage of Contractor's contractual indemnity obligations in Paragraph 7.18.
 - 3. Broad form property damage coverage.
 - 4. Severability of interest.
 - 5. Underground, explosion, and collapse coverage.

6. Personal injury coverage.
 7. Additional insured endorsements that include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together); or CG 20 10 07 04 and CG 20 37 07 04 (together); or their equivalent.
 8. For design professional additional insureds, ISO Endorsement CG 20 32 07 04, “Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured” or its equivalent.
- D. *Automobile liability*: Contractor shall purchase and maintain automobile liability insurance against claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle. The automobile liability policy shall be written on an occurrence basis.
- E. *Umbrella or excess liability*: Contractor shall purchase and maintain umbrella or excess liability insurance written over the underlying employer’s liability, commercial general liability, and automobile liability insurance described in the paragraphs above. Subject to industry-standard exclusions, the coverage afforded shall follow form as to each and every one of the underlying policies.
- F. *Contractor’s pollution liability insurance*: Contractor shall purchase and maintain a policy covering third-party injury and property damage claims, including clean-up costs, as a result of pollution conditions arising from Contractor’s operations and completed operations. This insurance shall be maintained for no less than three years after final completion.
- G. *Additional insureds*: The Contractor’s commercial general liability, automobile liability, umbrella or excess, and pollution liability policies shall include and list as additional insureds Owner and Engineer, ~~and any individuals or entities identified in the Supplementary Conditions~~; include coverage for the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of all such additional insureds; and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby (including as applicable those arising from both ongoing and completed operations) on a non-contributory basis. Contractor shall obtain all necessary endorsements to support these requirements.
- H. *Contractor’s professional liability insurance*: If Contractor will provide or furnish professional services under this Contract, through a delegation of professional design services or otherwise, then Contractor shall be responsible for purchasing and maintaining applicable professional liability insurance. This insurance shall provide protection against claims arising out of performance of professional design or related services, and caused by a negligent error, omission, or act for which the insured party is legally liable. It shall be maintained throughout the duration of the Contract and for a minimum of two years after Substantial Completion. If such professional design services are performed by a Subcontractor, and not by Contractor itself, then the requirements of this paragraph may be satisfied through the purchasing and maintenance of such insurance by such Subcontractor.
- I. *General provisions*: The policies of insurance required by this Paragraph 6.03 shall:
1. include at least the specific coverages provided in this Article.
 2. be written for not less than the limits of liability provided in this Article ~~and in the Supplementary Conditions~~, or required by Laws or Regulations, whichever is greater.
 3. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed, or renewal refused until at least 10 days prior written notice has been given to Contractor. Within three days of receipt of any such written notice, Contractor shall provide a copy of the notice to Owner, Engineer, and each other insured under the policy.
 4. remain in effect at least until final payment (and longer if expressly required in this Article) and at all times thereafter when Contractor may be correcting, removing, or replacing defective

Work as a warranty or correction obligation, or otherwise, or returning to the Site to conduct other tasks arising from the Contract Documents.

- 5. be appropriate for the Work being performed and provide protection from claims that may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable.
- J. The coverage requirements for specific policies of insurance must be met by such policies, and not by reference to excess or umbrella insurance provided in other policies.
- K. The limits of liability for the insurance required by Paragraph 6.03 of the General Conditions shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations:
 - 1. Workers' Compensation, and related coverages under Paragraphs 6.03.A.1 and A.2 of the General Conditions:

State:	<u>Statutory</u>
Federal, if applicable (e.g., Longshoreman's):	<u>Statutory</u>
Jones Act coverage, if applicable:	
Bodily injury by accident, each accident	\$ <u>1,000,000</u>
Bodily injury by disease, aggregate	\$ <u>1,000,000</u>
Employer's Liability:	
Bodily injury, each accident	\$ <u>100,000</u>
Bodily injury by disease, each employee	\$ <u>100,000</u>
Bodily injury/disease aggregate	\$ <u>500,000</u>
For work performed in monopolistic states, stop-gap liability coverage shall be endorsed to either the worker's compensation or commercial general liability policy with a minimum limit of:	\$ _____
Foreign voluntary worker compensation	<u>Statutory</u>

- 2. Contractor's Commercial General Liability under Paragraphs 6.03.B and 6.03.C of the General Conditions:

General Aggregate	\$ <u>2,000,000</u>
Products - Completed Operations Aggregate	\$ <u>1,000,000</u>
Personal and Advertising Injury	\$ <u>1,000,000</u>
Each Occurrence (Bodily Injury and Property Damage)	\$ <u>1,000,000</u>

3. Automobile Liability under Paragraph 6.03.D. of the General Conditions:

Bodily Injury:	
Each person	\$ <u>1,000,000</u>
Each accident	\$ <u>1,000,000</u>
Property Damage:	
Each accident	\$ <u>1,000,000</u>
for	
Combined Single Limit of	\$ _____

4. Excess or Umbrella Liability:

Per Occurrence	\$ <u>5,000,000</u>
General Aggregate	\$ <u>5,000,000</u>

5. Contractor's Pollution Liability:

Each Occurrence	\$ <u>1,000,000</u>
General Aggregate	\$ <u>1,000,000</u>

If box is checked, Contractor is not required to provide Contractor's Pollution Liability insurance under this Contract

6. Additional Insureds: Owner and Engineer

7. Contractor's Professional Liability:

Each Claim	\$ <u>N/A</u>
Annual Aggregate	\$ <u>N/A</u>

8. *Waiver of Subrogation – ~~{OWNER} Jefferson County Public Sewer District Village of Kane and Heneghan and Associates, P.C. shall be additional insured on a direct primary basis on the Waiver of Subrogation~~*

6.04 *Owner's Liability Insurance*

- A. In addition to the insurance required to be provided by Contractor under Paragraph 6.03, Owner, at Owner's option, may purchase and maintain at Owner's expense Owner's own liability insurance as will protect Owner against claims which may arise from operations under the Contract Documents.
- B. Owner's liability policies, if any, operate separately and independently from policies required to be provided by Contractor, and Contractor cannot rely upon Owner's liability policies for any of Contractor's obligations to the Owner, Engineer, or third parties.

6.05 *Property Insurance*

- A. *Builder's Risk:* ~~Unless otherwise provided in the Supplementary Conditions,~~ Contractor shall purchase and maintain builder's risk insurance upon the Work on a completed value basis, in the

amount of the full insurable replacement cost thereof (subject to such deductible amounts as may be ~~provided in the Supplementary Conditions~~ or required by Laws and Regulations). This insurance shall:

1. include the Owner and Contractor as named insureds, and all Subcontractors, ~~and any individuals or entities required by the Supplementary Conditions~~ to be insured under such builder's risk policy, as insureds or named insureds. For purposes of the remainder of this Paragraph 6.05, Paragraphs 6.06 and 6.07, ~~and any corresponding Supplementary Conditions,~~ the parties required to be insured shall collectively be referred to as "insureds."
2. be written on a builder's risk "all risk" policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire; lightning; windstorm; riot; civil commotion; terrorism; vehicle impact; aircraft; smoke; theft; vandalism and malicious mischief; mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; flood; collapse; explosion; debris removal; demolition occasioned by enforcement of Laws and Regulations; and water damage (other than that caused by flood); ~~and such other perils or causes of loss as may be specifically required by the Supplementary Conditions~~. If insurance against mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; or flood, are not commercially available under builder's risk policies, by endorsement or otherwise, such insurance may be provided through other insurance policies acceptable to Owner and Contractor.
3. cover, as insured property, at least the following: (a) the Work and all materials, supplies, machinery, apparatus, equipment, fixtures, and other property of a similar nature that are to be incorporated into or used in the preparation, fabrication, construction, erection, or completion of the Work, including Owner-furnished or assigned property; (b) spare parts inventory required within the scope of the Contract; and (c) temporary works which are not intended to form part of the permanent constructed Work but which are intended to provide working access to the Site, or to the Work under construction, or which are intended to provide temporary support for the Work under construction, including scaffolding, form work, fences, shoring, falsework, and temporary structures.
4. cover expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects).
5. extend to cover damage or loss to insured property while in temporary storage at the Site or in a storage location outside the Site (but not including property stored at the premises of a manufacturer or Supplier).
6. extend to cover damage or loss to insured property while in transit.
7. allow for partial occupation or use of the Work by Owner, such that those portions of the Work that are not yet occupied or used by Owner shall remain covered by the builder's risk insurance.
8. allow for the waiver of the insurer's subrogation rights, as set forth below.
9. provide primary coverage for all losses and damages caused by the perils or causes of loss covered.
10. not include a co-insurance clause.
11. include an exception for ensuing losses from physical damage or loss with respect to any defective workmanship, design, or materials exclusions.
12. include performance/hot testing and start-up.
13. be maintained in effect, subject to the provisions herein regarding Substantial Completion and partial occupancy or use of the Work by Owner, until the Work is complete.

- B. *Notice of Cancellation or Change:* All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with this Paragraph 6.05 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 10 days prior written notice has been given to the purchasing policyholder. Within three days of receipt of any such written notice, the purchasing policyholder shall provide a copy of the notice to each other insured.
- C. *Deductibles:* The purchaser of any required builder's risk or property insurance shall pay for costs not covered because of the application of a policy deductible.
- D. *Partial Occupancy or Use by Owner:* If Owner will occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 15.04, then Owner (directly, if it is the purchaser of the builder's risk policy, or through Contractor) will provide notice of such occupancy or use to the builder's risk insurer. The builder's risk insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy; rather, those portions of the Work that are occupied or used by Owner may come off the builder's risk policy, while those portions of the Work not yet occupied or used by Owner shall remain covered by the builder's risk insurance.
- E. *Additional Insurance:* If Contractor elects to obtain other special insurance to be included in or supplement the builder's risk or property insurance policies provided under this Paragraph 6.05, it may do so at Contractor's expense.
- F. *Insurance of Other Property:* If the express insurance provisions of the Contract do not require or address the insurance of a property item or interest, such as tools, construction equipment, or other personal property owned by Contractor, a Subcontractor, or an employee of Contractor or a Subcontractor, then the entity or individual owning such property item will be responsible for deciding whether to insure it, and if so in what amount.

6.06 *Waiver of Rights*

- A. All policies purchased in accordance with Paragraph 6.05, expressly including the builder's risk policy, shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insureds thereunder, or against Engineer or its consultants, or their officers, directors, members, partners, employees, agents, consultants, or subcontractors. Owner and Contractor waive all rights against each other and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Engineer, its consultants, all Subcontractors, ~~all individuals or entities identified in the Supplementary Conditions as insureds,~~ and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner or Contractor as trustee or fiduciary, or otherwise payable under any policy so issued.
- B. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, for:
 1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other perils whether or not insured by Owner; and
 2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial occupancy or use pursuant to Paragraph 15.04, after Substantial Completion pursuant to Paragraph 15.03, or after final payment pursuant to Paragraph 15.06.

- C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 6.06.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against Contractor, Subcontractors, or Engineer, or the officers, directors, members, partners, employees, agents, consultants, or subcontractors of each and any of them.
- D. Contractor shall be responsible for assuring that the agreement under which a Subcontractor performs a portion of the Work contains provisions whereby the Subcontractor waives all rights against Owner, Contractor, ~~all individuals or entities identified in the Supplementary Conditions as insureds~~, the Engineer and its consultants, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by builder's risk insurance and any other property insurance applicable to the Work.

6.07 *Receipt and Application of Property Insurance Proceeds*

- A. Any insured loss under the builder's risk and other policies of insurance required by Paragraph 6.05 will be adjusted and settled with the named insured that purchased the policy. Such named insured shall act as fiduciary for the other insureds, and give notice to such other insureds that adjustment and settlement of a claim is in progress. Any other insured may state its position regarding a claim for insured loss in writing within 15 days after notice of such claim.
- B. Proceeds for such insured losses may be made payable by the insurer either jointly to multiple insureds, or to the named insured that purchased the policy in its own right and as fiduciary for other insureds, subject to the requirements of any applicable mortgage clause. A named insured receiving insurance proceeds under the builder's risk and other policies of insurance required by Paragraph 6.05 shall distribute such proceeds in accordance with such agreement as the parties in interest may reach, or as otherwise required under the dispute resolution provisions of this Contract or applicable Laws and Regulations.
- C. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the money so received applied on account thereof, and the Work and the cost thereof covered by Change Order, if needed.

ARTICLE 7 – CONTRACTOR'S RESPONSIBILITIES

7.01 *Supervision and Superintendence*

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

7.02 *Labor; Working Hours*

- A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.
- B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours, Monday through Friday. Contractor will not perform Work on a Saturday, Sunday, or any legal holiday. Contractor may perform Work outside regular working hours or on Saturdays, Sundays, or legal holidays only with Owner's written consent, which will not be unreasonably withheld.

~~B.C.~~ Contractor shall be responsible for the cost of any overtime pay or other expense incurred by the Owner for Engineer's services (including those of the Resident Project Representative, if any), Owner's representative, and construction observation services, occasioned by the performance of Work on Saturday, Sunday, any legal holiday, or as overtime on any regular work day. If Contractor is responsible but does not pay, or if the parties are unable to agree as to the amount owed, then Owner may impose a reasonable set-off against payments under Article 15.

7.03 *Services, Materials, and Equipment*

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

7.04 *"Or Equals"*

- A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the Contract Price has been based upon Contractor furnishing such item as specified. The specification or description of such an item is intended to establish the type, function, appearance, and quality required. ~~Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or equal" item is permitted,~~ Contractor may request that Engineer authorize the use of other items of material or equipment, or items from other proposed suppliers under the circumstances described below.
 - 1. If Engineer in its sole discretion determines that an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, Engineer shall deem it an "or equal" item. For the purposes of this paragraph, a proposed item of material or equipment will be considered functionally equal to an item so named if:
 - a. in the exercise of reasonable judgment Engineer determines that:
 - 1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;
 - 2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole;
 - 3) it has a proven record of performance and availability of responsive service; ~~and;~~
 - 4) ~~it is not objectionable to Owner. [Deleted]~~
 - 4) Must be compatible with existing components and equipment.
 - b. Contractor certifies that, if approved and incorporated into the Work:
 - 1) there will be no increase in cost to the Owner or increase in Contract Times; and

- 2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.
- B. *Contractor's Expense:* Contractor shall provide all data in support of any proposed "or equal" item at Contractor's expense.
 - C. *Engineer's Evaluation and Determination:* Engineer will be allowed a reasonable time to evaluate each "or-equal" request. Engineer may require Contractor to furnish additional data about the proposed "or-equal" item. Engineer will be the sole judge of acceptability. No "or-equal" item will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an "or-equal", which will be evidenced by an approved Shop Drawing or other written communication. Engineer will advise Contractor in writing of any negative determination.
 - D. *Effect of Engineer's Determination:* Neither approval nor denial of an "or-equal" request shall result in any change in Contract Price. The Engineer's denial of an "or-equal" request shall be final and binding, and may not be reversed through an appeal under any provision of the Contract Documents.
 - E. *Treatment as a Substitution Request:* If Engineer determines that an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item, Contractor may request that Engineer considered the proposed item as a substitute pursuant to Paragraph 7.05.

7.05 Substitutes

- A. Unless the specification or description of an item of material or equipment required to be furnished under the Contract Documents contains or is followed by words reading that no substitution is permitted, Contractor may request that Engineer authorize the use of other items of material or equipment under the circumstances described below. To the extent possible such requests shall be made before commencement of related construction at the Site.
 1. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is functionally equivalent to that named and an acceptable substitute therefor. Engineer will not accept requests for review of proposed substitute items of material or equipment from anyone other than Contractor.
 2. The requirements for review by Engineer will be as set forth in Paragraph 7.05.B, ~~as supplemented by the Specifications,~~ and as Engineer may decide is appropriate under the circumstances.
 3. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:
 - a. shall certify that the proposed substitute item will:
 - 1) perform adequately the functions and achieve the results called for by the general design,
 - 2) be similar in substance to that specified, and
 - 3) be suited to the same use as that specified.
 - b. will state:
 - 1) the extent, if any, to which the use of the proposed substitute item will necessitate a change in Contract Times,
 - 2) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item, and
 - 3) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty.

- c. will identify:
 - 1) all variations of the proposed substitute item from that specified, and
 - 2) available engineering, sales, maintenance, repair, and replacement services.
 - d. shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including but not limited to changes in Contract Price, shared savings, costs of redesign, and claims of other contractors affected by any resulting change.
- B. *Engineer's Evaluation and Determination:* Engineer will be allowed a reasonable time to evaluate each substitute request, and to obtain comments and direction from Owner. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No substitute will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an acceptable substitute. Engineer's determination will be evidenced by a Field Order or a proposed Change Order accounting for the substitution itself and all related impacts, including changes in Contract Price or Contract Times. Engineer will advise Contractor in writing of any negative determination.
- C. *Special Guarantee:* Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.
- D. *Reimbursement of Engineer's Cost:* Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.
- E. *Contractor's Expense:* Contractor shall provide all data in support of any proposed substitute at Contractor's expense.
- F. *Effect of Engineer's Determination:* If Engineer approves the substitution request, Contractor shall execute the proposed Change Order and proceed with the substitution. The Engineer's denial of a substitution request shall be final and binding, and may not be reversed through an appeal under any provision of the Contract Documents. Contractor may challenge the scope of reimbursement costs imposed under Paragraph 7.05.D, by timely submittal of a Change Proposal.

7.06 *Concerning Subcontractors, Suppliers, and Others*

- A. Contractor may retain Subcontractors and Suppliers for the performance of parts of the Work. Such Subcontractors and Suppliers must be acceptable to Owner. The Contractor shall not award work valued at more than fifty percent of the Contract Price to Subcontractor(s), without prior written approval of the Owner.
- B. ~~Contractor shall retain specific Subcontractors, Suppliers, or other individuals or entities for the performance of designated parts of the Work if required by the Contract to do so. [Deleted]~~
- C. Subsequent to the submittal of Contractor's Bid or final negotiation of the terms of the Contract, Owner may not require Contractor to retain any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against which Contractor has reasonable objection.
- D. Prior to entry into any binding subcontract or purchase order, Contractor shall submit to Owner the identity of the proposed Subcontractor or Supplier (unless Owner has already deemed such proposed Subcontractor or Supplier acceptable, during the bidding process or otherwise). Such proposed Subcontractor or Supplier shall be deemed acceptable to Owner unless Owner raises a substantive, reasonable objection within five days.
- E. Owner may require the replacement of any Subcontractor, Supplier, or other individual or entity retained by Contractor to perform any part of the Work. ~~Owner also may require Contractor to retain~~

~~specific replacements; provided, however, that~~ Owner may not require a replacement to which Contractor has a reasonable objection. If Contractor has submitted the identity of certain Subcontractors, Suppliers, or other individuals or entities for acceptance by Owner, and Owner has accepted it (either in writing or by failing to make written objection thereto), then Owner may subsequently revoke the acceptance of any such Subcontractor, Supplier, or other individual or entity so identified solely on the basis of substantive, reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity.

- F. If Owner requires the replacement of any Subcontractor, Supplier, or other individual or entity retained by Contractor to perform any part of the Work, then Contractor shall be entitled to an adjustment in Contract Price or Contract Times, or both, with respect to the replacement; and Contractor shall initiate a Change Proposal for such adjustment within 30 days of Owner's requirement of replacement.
- G. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of the right of Owner to the completion of the Work in accordance with the Contract Documents.
- H. On a monthly basis Contractor shall submit to Engineer a complete list of all Subcontractors and Suppliers having a direct contract with Contractor, and of all other Subcontractors and Suppliers known to Contractor at the time of submittal.
- I. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions.
- J. Contractor shall be solely responsible for scheduling and coordinating the work of Subcontractors, Suppliers, and all other individuals or entities performing or furnishing any of the Work.
- K. Contractor shall restrict all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work from communicating with Engineer or Owner, except through Contractor or in case of an emergency, or as otherwise expressly allowed herein.
- L. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.
- M. All Work performed for Contractor by a Subcontractor or Supplier shall be pursuant to an appropriate contractual agreement that specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer.
- N. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor on account of Work performed for Contractor by the particular Subcontractor or Supplier.
- O. Nothing in the Contract Documents:
 - 1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier, or other individual or entity; nor
 - 2. shall create any obligation on the part of Owner or Engineer to pay or to see to the payment of any money due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.

7.07 *Patent Fees and Royalties*

- A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention,

design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by Owner in the Contract Documents.

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

7.08 *Permits*

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

7.09 *Taxes*

- A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.
- B. Owner is exempt from payment of sales and compensating use taxes of the State of ~~Illinois~~ Missouri and of cities and counties thereof on all materials to be incorporated into the Work.
 - 1. Owner will furnish the required certificates of tax exemption to Contractor for use in the purchase of supplies and materials to be incorporated into the Work.
 - 1-2. Owner's exemption does not apply to construction tools, machinery, equipment, or other property purchased by or leased by the Contractor, or to supplies or materials not incorporated into the Work.

7.10 *Laws and Regulations*

- A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- B. If Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all

claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work or other action. It shall not be Contractor's responsibility to make certain that the Work described in the Contract Documents is in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.

- C. Owner or Contractor may give notice to the other party of any changes after the submission of Contractor's Bid (or after the date when Contractor became bound under a negotiated contract) in Laws or Regulations having an effect on the cost or time of performance of the Work, including but not limited to changes in Laws or Regulations having an effect on procuring permits and on sales, use, value-added, consumption, and other similar taxes. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times resulting from such changes, then within 30 days of such notice Contractor may submit a Change Proposal, or Owner may initiate a Claim.

7.11 *Record Documents*

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

7.12 *Safety and Protection*

- A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
 - 1. all persons on the Site or who may be affected by the Work;
 - 2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
 - 3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.
- B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify Owner; the owners of adjacent property, Underground Facilities, and other utilities; and other contractors and utility owners performing work at or adjacent to the Site, when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.
- C. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. ~~The Supplementary Conditions identify any Owner's safety programs that are applicable to the Work.~~
- D. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.
- E. All damage, injury, or loss to any property referred to in Paragraph 7.12.A.2 or 7.12.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or

anyone for whose acts any of them may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).

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

7.13 *Safety Representative*

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

7.14 *Hazard Communication Programs*

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

7.15 *Emergencies*

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

7.16 *Shop Drawings, Samples, and Other Submittals*

A. *Shop Drawing and Sample Submittal Requirements:*

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

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

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

E. *Resubmittal Procedures:*

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

7.17 *Contractor's General Warranty and Guarantee*

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

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

7.18 *Indemnification*

- A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable.
- B. In any and all claims against Owner or Engineer or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 7.18.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.
- C. The indemnification obligations of Contractor under Paragraph 7.18.A shall not extend to the liability of Engineer and Engineer's officers, directors, members, partners, employees, agents, consultants and subcontractors arising out of:
 1. the preparation or approval of, or the failure to prepare or approve maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or
 2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

7.19 *Delegation of Professional Design Services*

- A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable Laws and Regulations.
- B. If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.
- C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, or approvals performed by such design professionals, provided Owner and

Engineer have specified to Contractor all performance and design criteria that such services must satisfy.

- D. Pursuant to this paragraph, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 7.16.D.1.
- E. Contractor shall not be responsible for the adequacy of the performance or design criteria specified by Owner or Engineer.

ARTICLE 8 – OTHER WORK AT THE SITE

8.01 *Other Work*

- A. In addition to and apart from the Work under the Contract Documents, the Owner may perform other work at or adjacent to the Site. Such other work may be performed by Owner's employees, or through contracts between the Owner and third parties. Owner may also arrange to have third-party utility owners perform work on their utilities and facilities at or adjacent to the Site.
- B. If Owner performs other work at or adjacent to the Site with Owner's employees, or through contracts for such other work, then Owner shall give Contractor written notice thereof prior to starting any such other work. If Owner has advance information regarding the start of any utility work at or adjacent to the Site, Owner shall provide such information to Contractor.
- C. Contractor shall afford each other contractor that performs such other work, each utility owner performing other work, and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, and provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected.
- D. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 8, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

8.02 *Coordination*

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

8.03 *Legal Relationships*

- A. If, in the course of performing other work at or adjacent to the Site for Owner, the Owner's employees, any other contractor working for Owner, or any utility owner causes damage to the Work or to the property of Contractor or its Subcontractors, or delays, disrupts, interferes with, or increases the scope or cost of the performance of the Work, through actions or inaction, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times, or both. Contractor must submit any Change Proposal seeking an equitable adjustment in the Contract Price or the Contract Times under this paragraph within 30 days of the damaging, delaying, disrupting, or interfering event. The entitlement to, and extent of, any such equitable adjustment shall take into account information (if any) regarding such other work that was provided to Contractor in the Contract Documents prior to the submittal of the Bid or the final negotiation of the terms of the Contract. When applicable, any such equitable adjustment in Contract Price shall be conditioned on Contractor assigning to Owner all Contractor's rights against such other contractor or utility owner with respect to the damage, delay, disruption, or interference that is the subject of the adjustment. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
- B. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site. If Contractor fails to take such measures and as a result damages, delays, disrupts, or interferes with the work of any such other contractor or utility owner, then Owner may impose a set-off against payments due to Contractor, and assign to such other contractor or utility owner the Owner's contractual rights against Contractor with respect to the breach of the obligations set forth in this paragraph.
- C. When Owner is performing other work at or adjacent to the Site with Owner's employees, Contractor shall be liable to Owner for damage to such other work, and for the reasonable direct delay, disruption, and interference costs incurred by Owner as a result of Contractor's failure to take reasonable and customary measures with respect to Owner's other work. In response to such damage, delay, disruption, or interference, Owner may impose a set-off against payments due to Contractor.
- D. If Contractor damages, delays, disrupts, or interferes with the work of any other contractor, or any utility owner performing other work at or adjacent to the Site, through Contractor's failure to take reasonable and customary measures to avoid such impacts, or if any claim arising out of Contractor's actions, inactions, or negligence in performance of the Work at or adjacent to the Site is made by any such other contractor or utility owner against Contractor, Owner, or Engineer, then Contractor shall (1) promptly attempt to settle the claim as to all parties through negotiations with such other contractor or utility owner, or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law, and (2) indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claims, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such damage, delay, disruption, or interference.

ARTICLE 9 – OWNER'S RESPONSIBILITIES

9.01 *Communications to Contractor*

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

9.02 *Replacement of Engineer*

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

9.03 *Furnish Data*

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

9.04 *Pay When Due*

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

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

A. Owner's duties with respect to providing lands and easements are set forth in Paragraph 5.01.

B. Owner's duties with respect to providing engineering surveys to establish reference points are set forth in Paragraph 4.03.

C. Article 5 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of conditions at the Site, and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

9.06 *Insurance*

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

9.07 *Change Orders*

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

9.08 *Inspections, Tests, and Approvals*

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

9.09 *Limitations on Owner's Responsibilities*

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

9.10 *Undisclosed Hazardous Environmental Condition*

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

9.11 *Evidence of Financial Arrangements*

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

9.12 *Safety Programs*

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

B. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

ARTICLE 10 – ENGINEER'S STATUS DURING CONSTRUCTION

10.01 *Owner's Representative*

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

10.02 Visits to Site

- A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.
- B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 10.08. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

10.03 Project Representative

- A. If Owner and Engineer have agreed that Engineer will furnish a Resident Project Representative to represent Engineer at the Site and assist Engineer in observing the progress and quality of the Work, then the authority and responsibilities of any such Resident Project Representative will be as provided ~~in the Supplementary Conditions~~, and limitations on the responsibilities thereof will be as provided in Paragraph 10.08. If Owner designates another representative or agent to represent Owner at the Site who is not Engineer's consultant, agent, or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided ~~in the Supplementary Conditions~~.
- B. The Resident Project Representative (RPR) will be Engineer's representative at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions.
 - 1. General: RPR's dealings in matters pertaining to the Work in general shall be with Engineer and Contractor. RPR's dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner only with the knowledge of and under the direction of Engineer.
 - 2. Schedules: Review the progress schedule, schedule of Shop Drawing and Sample submittals, and Schedule of Values prepared by Contractor and consult with Engineer concerning acceptability.
 - 3. Conferences and Meetings: Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings, and prepare and circulate copies of minutes thereof.
 - 4. Liaison:
 - a. Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the Contract Documents.
 - b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.
 - c. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.

5. Interpretation of Contract Documents: Report to Engineer when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by Engineer.
6. Shop Drawings and Samples:
 - a. Record date of receipt of Samples and Contractor-approved Shop Drawings.
 - b. Receive Samples which are furnished at the Site by Contractor, and notify Engineer of availability of Samples for examination.
 - c. Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal for which RPR believes that the submittal has not been approved by Engineer.
7. Modifications: Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report such suggestions, together with RPR's recommendations, if any, to Engineer. Transmit to Contractor in writing decisions as issued by Engineer.
8. Review of Work and Rejection of Defective Work:
 - a. Conduct on-Site observations of Contractor's work in progress to assist Engineer in determining if the Work is in general proceeding in accordance with the Contract Documents.
 - b. Report to Engineer whenever RPR believes that any part of Contractor's work in progress is defective, will not produce a completed Project that conforms generally to the Contract Documents, or will imperil the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise Engineer of that part of work in progress that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
9. Inspections, Tests, and System Start-ups:
 - a. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.
 - b. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.
10. Records:
 - a. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, Subcontractors present at the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, deliveries of equipment or materials, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.
 - b. Record names, addresses, fax numbers, e-mail addresses, web site locations, and telephone numbers of all Contractors, Subcontractors, and major Suppliers of materials and equipment.
 - c. Maintain records for use in preparing Project documentation.
11. Reports:
 - a. Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the Progress Schedule and schedule of Shop Drawing and Sample submittals.

- b. Draft and recommend to Engineer proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.
 - c. Immediately notify Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, force majeure or delay events, damage to property by fire or other causes, or the discovery of any Constituent of Concern or Hazardous Environmental Condition.
 - 12. Payment Requests: Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the Schedule of Values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.
 - 13. Certificates, Operation and Maintenance Manuals: During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Contract Documents to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.
 - 14. Completion:
 - a. Participate in Engineer's visits to the Site to determine Substantial Completion, assist in the determination of Substantial Completion and the preparation of a punch list of items to be completed or corrected.
 - b. Participate in Engineer's final visit to the Site to determine completion of the Work, in the company of Owner and Contractor, and prepare a final punch list of items to be completed and deficiencies to be remedied.
 - c. Observe whether all items on the final list have been completed or corrected and make recommendations to Engineer concerning acceptance and issuance of the notice of acceptability of the work.
- C. The RPR shall not:
 - 1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).
 - 2. Exceed limitations of Engineer's authority as set forth in the Contract Documents.
 - 3. Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers.
 - 4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of Contractor's work.
 - 5. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.
 - 6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
 - 7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.
 - 4-8. Authorize Owner to occupy the Project in whole or in part.

10.04 *Rejecting Defective Work*

- A. Engineer has the authority to reject Work in accordance with Article 14.

10.05 *Shop Drawings, Change Orders and Payments*

- A. Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, are set forth in Paragraph 7.16.
- B. Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, are set forth in Paragraph 7.19.
- C. Engineer's authority as to Change Orders is set forth in Article 11.
- D. Engineer's authority as to Applications for Payment is set forth in Article 15.

10.06 *Determinations for Unit Price Work*

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

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

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

10.08 *Limitations on Engineer's Authority and Responsibilities*

- A. Neither Engineer's authority or responsibility under this Article 10 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer, shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.
- B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.
- D. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 15.06.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals, that the results certified indicate compliance with the Contract Documents.
- E. The limitations upon authority and responsibility set forth in this Paragraph 10.08 shall also apply to the Resident Project Representative, if any.

10.09 *Compliance with Safety Program*

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

ARTICLE 11 – AMENDING THE CONTRACT DOCUMENTS; CHANGES IN THE WORK

11.01 *Amending and Supplementing Contract Documents*

- A. The Contract Documents may be amended or supplemented by a Change Order, a Work Change Directive, or a Field Order.
1. *Change Orders:*
 - a. If an amendment or supplement to the Contract Documents includes a change in the Contract Price or the Contract Times, such amendment or supplement must be set forth in a Change Order. A Change Order also may be used to establish amendments and supplements of the Contract Documents that do not affect the Contract Price or Contract Times.
 - b. Owner and Contractor may amend those terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, without the recommendation of the Engineer. Such an amendment shall be set forth in a Change Order.
 2. *Work Change Directives:* A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the modification ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Work Change Directive's effect, if any, on the Contract Price and Contract Times; or, if negotiations are unsuccessful, by a determination under the terms of the Contract Documents governing adjustments, expressly including Paragraph 11.04 regarding change of Contract Price. Contractor must submit any Change Proposal seeking an adjustment of the Contract Price or the Contract Times, or both, no later than 30 days after the completion of the Work set out in the Work Change Directive. Owner must submit any Claim seeking an adjustment of the Contract Price or the Contract Times, or both, no later than 60 days after issuance of the Work Change Directive.
 3. *Field Orders:* Engineer may authorize minor changes in the Work if the changes do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such changes will be accomplished by a Field Order and will be binding on Owner and also on Contractor, which shall perform the Work involved promptly. If Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, then before proceeding with the Work at issue, Contractor shall submit a Change Proposal as provided herein.

11.02 *Owner-Authorized Changes in the Work*

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

11.03 *Unauthorized Changes in the Work*

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

11.04 *Change of Contract Price*

- A. The Contract Price may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Price shall comply with the provisions of Paragraph 11.06. Any Claim for an adjustment of Contract Price shall comply with the provisions of Article 12.
- B. An adjustment in the Contract Price will be determined as follows:
 - 1. where the Work involved is covered by unit prices contained in the Contract Documents, then by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 13.03); or
 - 2. where the Work involved is not covered by unit prices contained in the Contract Documents, then by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.04.C.2); or
 - 3. where the Work involved is not covered by unit prices contained in the Contract Documents and the parties do not reach mutual agreement to a lump sum, then on the basis of the Cost of the Work (determined as provided in Paragraph 13.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 11.04.C).
- C. *Contractor's Fee:* When applicable, the Contractor's fee for overhead and profit shall be determined as follows:
 - 1. a mutually acceptable fixed fee; or
 - 2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
 - a. for costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2, the Contractor's fee shall be 15 percent;
 - b. for costs incurred under Paragraph 13.01.B.3, the Contractor's fee shall be five percent;
 - c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 11.01.C.2.a and 11.01.C.2.b is that the Contractor's fee shall be based on: (1) a fee of 15 percent of the costs incurred under Paragraphs 13.01.A.1 and 13.01.A.2 by the Subcontractor that actually performs the Work, at whatever tier, and (2) with respect to Contractor itself and to any Subcontractors of a tier higher than that of the Subcontractor that actually performs the Work, a fee of five percent of the amount (fee plus underlying costs incurred) attributable to the next lower tier Subcontractor; provided, however, that for any such subcontracted work the maximum total fee to be paid by Owner shall be no greater than 27 percent of the costs incurred by the Subcontractor that actually performs the work;
 - d. no fee shall be payable on the basis of costs itemized under Paragraphs 13.01.B.4, 13.01.B.5, and 13.01.C;
 - e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and
 - f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 11.04.C.2.a through 11.04.C.2.e, inclusive.

11.05 *Change of Contract Times*

- A. The Contract Times may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Times shall comply with the provisions of Paragraph 11.06. Any Claim for an adjustment in the Contract Times shall comply with the provisions of Article 12.
- B. An adjustment of the Contract Times shall be subject to the limitations set forth in Paragraph 4.05, concerning delays in Contractor's progress.
- ~~B.C.~~ The Contractor shall be responsible for the cost of any additional expenses occurred by the Owner as a result of the time extension, including but not limited to Engineering Services, Resident Project Representative, Owner's Representative, Legal, Administrative, any other costs incurred, etc.

11.06 *Change Proposals*

- A. Contractor shall submit a Change Proposal to Engineer to request an adjustment in the Contract Times or Contract Price; appeal an initial decision by Engineer concerning the requirements of the Contract Documents or relating to the acceptability of the Work under the Contract Documents; contest a set-off against payment due; or seek other relief under the Contract. The Change Proposal shall specify any proposed change in Contract Times or Contract Price, or both, or other proposed relief, and explain the reason for the proposed change, with citations to any governing or applicable provisions of the Contract Documents.
 - 1. *Procedures:* Contractor shall submit each Change Proposal to Engineer promptly (but in no event later than 30 days) after the start of the event giving rise thereto, or after such initial decision. The Contractor shall submit supporting data, including the proposed change in Contract Price or Contract Time (if any), to the Engineer and Owner within 15 days after the submittal of the Change Proposal. The supporting data shall be accompanied by a written statement that the supporting data are accurate and complete, and that any requested time or price adjustment is the entire adjustment to which Contractor believes it is entitled as a result of said event. Engineer will advise Owner regarding the Change Proposal, and consider any comments or response from Owner regarding the Change Proposal.
 - 2. *Engineer's Action:* Engineer will review each Change Proposal and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to Owner and Contractor. If Engineer does not take action on the Change Proposal within 30 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of Engineer's inaction the Change Proposal is deemed denied, thereby commencing the time for appeal of the denial under Article 12.
 - 3. *Binding Decision:* Engineer's decision will be final and binding upon Owner and Contractor, unless Owner or Contractor appeals the decision by filing a Claim under Article 12.
- B. *Resolution of Certain Change Proposals:* If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer is unable to resolve the Change Proposal. For purposes of further resolution of such a Change Proposal, such notice shall be deemed a denial, and Contractor may choose to seek resolution under the terms of Article 12.

11.07 *Execution of Change Orders*

- A. Owner and Contractor shall execute appropriate Change Orders covering:
 - 1. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;
 - 2. changes in Contract Price resulting from an Owner set-off, unless Contractor has duly contested such set-off;

3. changes in the Work which are: (a) ordered by Owner pursuant to Paragraph 11.02, (b) required because of Owner's acceptance of defective Work under Paragraph 14.04 or Owner's correction of defective Work under Paragraph 14.07, or (c) agreed to by the parties, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters; and
 4. changes in the Contract Price or Contract Times, or other changes, which embody the substance of any final and binding results under Paragraph 11.06, or Article 12.
- B. If Owner or Contractor refuses to execute a Change Order that is required to be executed under the terms of this Paragraph 11.07, it shall be deemed to be of full force and effect, as if fully executed.
- C. All Contract Change Orders must be concurred in by Agency before they are effective.

11.08 *Notification to Surety*

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

ARTICLE 12 – CLAIMS

12.01 *Claims*

- A. *Claims Process:* The following disputes between Owner and Contractor shall be submitted to the Claims process set forth in this Article:
1. Appeals by Owner or Contractor of Engineer's decisions regarding Change Proposals;
 2. Owner demands for adjustments in the Contract Price or Contract Times, or other relief under the Contract Documents; and
 3. Disputes that Engineer has been unable to address because they do not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters.
- B. *Submittal of Claim:* The party submitting a Claim shall deliver it directly to the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto; in the case of appeals regarding Change Proposals within 30 days of the decision under appeal. The party submitting the Claim shall also furnish a copy to the Engineer, for its information only. The responsibility to substantiate a Claim shall rest with the party making the Claim. In the case of a Claim by Contractor seeking an increase in the Contract Times or Contract Price, or both, Contractor shall certify that the Claim is made in good faith, that the supporting data are accurate and complete, and that to the best of Contractor's knowledge and belief the amount of time or money requested accurately reflects the full amount to which Contractor is entitled.
- C. *Review and Resolution:* The party receiving a Claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the Claim through the exchange of information and direct negotiations. The parties may extend the time for resolving the Claim by mutual agreement. All actions taken on a Claim shall be stated in writing and submitted to the other party, with a copy to Engineer.
- D. *Mediation:*
1. At any time after initiation of a Claim, Owner and Contractor may mutually agree to mediation of the underlying dispute. The agreement to mediate shall stay the Claim submittal and response process.
 2. If Owner and Contractor agree to mediation, then after 60 days from such agreement, either Owner or Contractor may unilaterally terminate the mediation process, and the Claim submittal

and decision process shall resume as of the date of the termination. If the mediation proceeds but is unsuccessful in resolving the dispute, the Claim submittal and decision process shall resume as of the date of the conclusion of the mediation, as determined by the mediator.

3. Owner and Contractor shall each pay one-half of the mediator's fees and costs.
- E. *Partial Approval*: If the party receiving a Claim approves the Claim in part and denies it in part, such action shall be final and binding unless within 30 days of such action the other party invokes the procedure set forth in Article 17 for final resolution of disputes.
- F. *Denial of Claim*: If efforts to resolve a Claim are not successful, the party receiving the Claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the Claim within 90 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of the inaction, the Claim is deemed denied, thereby commencing the time for appeal of the denial. A denial of the Claim shall be final and binding unless within 30 days of the denial the other party invokes the procedure set forth in Article 17 for the final resolution of disputes.
- G. *Final and Binding Results*: If the parties reach a mutual agreement regarding a Claim, whether through approval of the Claim, direct negotiations, mediation, or otherwise; or if a Claim is approved in part and denied in part, or denied in full, and such actions become final and binding; then the results of the agreement or action on the Claim shall be incorporated in a Change Order to the extent they affect the Contract, including the Work, the Contract Times, or the Contract Price.

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

13.01 Cost of the Work

- A. *Purposes for Determination of Cost of the Work*: The term Cost of the Work means the sum of all costs necessary for the proper performance of the Work at issue, as further defined below. The provisions of this Paragraph 13.01 are used for two distinct purposes:
 1. To determine Cost of the Work when Cost of the Work is a component of the Contract Price, under cost-plus-fee, time-and-materials, or other cost-based terms; or
 2. To determine the value of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price. When the value of any such adjustment is determined on the basis of Cost of the Work, Contractor is entitled only to those additional or incremental costs required because of the change in the Work or because of the event giving rise to the adjustment.
- B. *Costs Included*: Except as otherwise may be agreed to in writing by Owner, costs included in the Cost of the Work shall be in amounts no higher than those prevailing in the locality of the Project, shall not include any of the costs itemized in Paragraph 13.01.C, and shall include only the following items:
 1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, and vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.
 2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with

Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates, and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.

3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 13.01.
4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.
5. Supplemental costs including the following:
 - a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.
 - b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.
 - c. Rentals of all construction equipment and machinery, and the parts thereof, whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.
 - d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.
 - e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.
 - f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 6.05), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.
 - g. The cost of utilities, fuel, and sanitary facilities at the Site.
 - h. Minor expenses such as communication service at the Site, express and courier services, and similar petty cash items in connection with the Work.
 - i. The costs of premiums for all bonds and insurance that Contractor is required by the Contract Documents to purchase and maintain.

- C. *Costs Excluded:* The term Cost of the Work shall not include any of the following items:
1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 13.01.B.1 or specifically covered by Paragraph 13.01.B.4. The payroll costs and other compensation excluded here are to be considered administrative costs covered by the Contractor's fee.
 2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
 3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
 4. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.
 5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 13.01.B.
- D. *Contractor's Fee:* When the Work as a whole is performed on the basis of cost-plus, Contractor's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 11.04.C.
- E. *Documentation:* Whenever the Cost of the Work for any purpose is to be determined pursuant to this Article 13, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

13.02 Allowances

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

13.03 Unit Price Work

- A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.
- B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Payments to Contractor for Unit Price Work will be based on actual quantities.
- C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.
- D. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, subject to the provisions of the following paragraph.
- E. The unit price of an item of Unit Price Work shall be subject to reevaluation and adjustment under the following conditions:~~Within 30 days of Engineer's written decision under the preceding paragraph, Contractor may submit a Change Proposal, or Owner may file a Claim, seeking an adjustment in the Contract Price if:~~
 - 1. If the extended price of a particular item of Unit Price Work amounts to 5 percent or more of the Contract Price (based on estimated quantities at the time of Contract formation) and the variation in the quantity of that particular item of Unit Price Work actually furnished or performed by Contractor differs by more than 25 percent from the quantity of such item indicated in the Agreement; and the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement;
 - 2. If there is no corresponding adjustment with respect to any other item of Work; and there is no corresponding adjustment with respect to any other item of Work; and
 - 3. If Contractor believes that Contractor has incurred additional expense as a result thereof, Contractor may submit a Change Proposal, or if Owner believes that the quantity variation entitles Owner to an adjustment in the unit price, Owner may make a Claim, seeking an adjustment in the Contract Price. Contractor believes that it is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price, and the parties are unable to agree as to the amount of any such increase or decrease.

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

14.01 Access to Work

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

14.02 *Tests, Inspections, and Approvals*

- A. Contractor shall give Engineer timely notice of readiness of the Work (or specific parts thereof) for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.
- B. Owner shall retain and pay for the services of an independent inspector, testing laboratory, or other qualified individual or entity to perform all inspections and tests expressly required by the Contract Documents to be furnished and paid for by Owner, except that costs incurred in connection with tests or inspections of covered Work shall be governed by the provisions of Paragraph 14.05.
- C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.
- D. Contractor shall be responsible for arranging, obtaining, and paying for all inspections and tests required:
 - 1. by the Contract Documents, unless the Contract Documents expressly allocate responsibility for a specific inspection or test to Owner;
 - 2. to attain Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work;
 - 3. by manufacturers of equipment furnished under the Contract Documents;
 - 4. for testing, adjusting, and balancing of mechanical, electrical, and other equipment to be incorporated into the Work; and
 - 5. for acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work.Such inspections and tests shall be performed by independent inspectors, testing laboratories, or other qualified individuals or entities acceptable to Owner and Engineer.
- E. If the Contract Documents require the Work (or part thereof) to be approved by Owner, Engineer, or another designated individual or entity, then Contractor shall assume full responsibility for arranging and obtaining such approvals.
- F. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation. Such uncovering shall be at Contractor's expense unless Contractor had given Engineer timely notice of Contractor's intention to cover the same and Engineer had not acted with reasonable promptness in response to such notice.

14.03 *Defective Work*

- A. *Contractor's Obligation:* It is Contractor's obligation to assure that the Work is not defective.
- B. *Engineer's Authority:* Engineer has the authority to determine whether Work is defective, and to reject defective Work.
- C. *Notice of Defects:* Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.
- D. *Correction, or Removal and Replacement:* Promptly after receipt of written notice of defective Work, Contractor shall correct all such defective Work, whether or not fabricated, installed, or completed, or, if Engineer has rejected the defective Work, remove it from the Project and replace it with Work that is not defective.

- E. *Preservation of Warranties*: When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.
- F. *Costs and Damages*: In addition to its correction, removal, and replacement obligations with respect to defective Work, Contractor shall pay all claims, costs, losses, and damages arising out of or relating to defective Work, including but not limited to the cost of the inspection, testing, correction, removal, replacement, or reconstruction of such defective Work, fines levied against Owner by governmental authorities because the Work is defective, and the costs of repair or replacement of work of others resulting from defective Work. Prior to final payment, if Owner and Contractor are unable to agree as to the measure of such claims, costs, losses, and damages resulting from defective Work, then Owner may impose a reasonable set-off against payments due under Article 15.

14.04 *Acceptance of Defective Work*

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

14.05 *Uncovering Work*

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

14.06 *Owner May Stop the Work*

- A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work

shall not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

14.07 *Owner May Correct Defective Work*

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

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

15.01 *Progress Payments*

- A. *Basis for Progress Payments:* The Schedule of Values established as provided in Article 2 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed during the pay period, as determined under the provisions of Paragraph 13.03. Progress payments for cost-based Work will be based on Cost of the Work completed by Contractor during the pay period.
- B. *Applications for Payments:*
 1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by ~~a bill of sale, invoice, or other~~ documentation warranting that Owner has received the materials and equipment free and clear of all Liens, and evidence that the materials and equipment are covered by appropriate property insurance, a warehouse bond, or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner. ~~The contractor shall submit all AIS certifications for any iron and steel requested for reimbursement. No applicable items will be reimbursed without the necessary AIS documentation~~

2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.
3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement. No payments will be made that would deplete the retainage, place in escrow any funds that are required for retainage, or invest the retainage for the benefit of the Contractor.
4. The Application for Payment form to be used on this Project is EJCDC C-620. The Agency must approve all Applications for Payment before payment is made.

C. *Review of Applications:*

1. Engineer will, within 10 days after receipt of each Application for Payment, including each resubmittal, either indicate in writing a recommendation of payment and present the Application to Owner, or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.
2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:
 - a. the Work has progressed to the point indicated;
 - b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 13.03, and any other qualifications stated in the recommendation); and
 - c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.
3. By recommending any such payment Engineer will not thereby be deemed to have represented that:
 - a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract; or
 - b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.
4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:
 - a. to supervise, direct, or control the Work, or
 - b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or
 - c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or
 - d. to make any examination to ascertain how or for what purposes Contractor has used the money paid on account of the Contract Price, or

- e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.
5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 15.01.C.2.
6. Engineer will recommend reductions in payment (set-offs) necessary in Engineer's opinion to protect Owner from loss because:
 - a. the Work is defective, requiring correction or replacement;
 - b. the Contract Price has been reduced by Change Orders;
 - c. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
 - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible; or
 - e. Engineer has actual knowledge of the occurrence of any of the events that would constitute a default by Contractor and therefore justify termination for cause under the Contract Documents.

D. *Payment Becomes Due:*

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

1. The Application for Payment with Engineer's recommendations will be presented to the Owner and Agency for consideration. If both the Owner and Agency find the Application for Payment acceptable, the recommended amount less any reduction under the provisions of Paragraph 15.01.E will become ten (10) days after transfer of corresponding funds to the Owner's bank account, and the Owner will make payment to the Contractor.

E. *Reductions in Payment by Owner:*

1. In addition to any reductions in payment (set-offs) recommended by Engineer, Owner is entitled to impose a set-off against payment based on any of the following:
 - a. claims have been made against Owner on account of Contractor's conduct in the performance or furnishing of the Work, or Owner has incurred costs, losses, or damages on account of Contractor's conduct in the performance or furnishing of the Work, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, and patent infringement;
 - b. Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Site;
 - c. Contractor has failed to provide and maintain required bonds or insurance;
 - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;
 - e. Owner has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;
 - f. the Work is defective, requiring correction or replacement;
 - g. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;

- h. the Contract Price has been reduced by Change Orders;
 - i. an event that would constitute a default by Contractor and therefore justify a termination for cause has occurred;
 - j. liquidated damages have accrued as a result of Contractor's failure to achieve Milestones, Substantial Completion, or final completion of the Work;
 - k. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;
 - l. there are other items entitling Owner to a set off against the amount recommended.
2. If Owner imposes any set-off against payment, whether based on its own knowledge or on the written recommendations of Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and the specific amount of the reduction, and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, if Contractor remedies the reasons for such action. The reduction imposed shall be binding on Contractor unless it duly submits a Change Proposal contesting the reduction.
 3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 15.01.C.1 and subject to interest as provided in the Agreement.

15.02 *Contractor's Warranty of Title*

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

15.03 *Substantial Completion*

- A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete and request that Engineer issue a certificate of Substantial Completion. Contractor shall at the same time submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.
- B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.

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

- B.C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a preliminary certificate of Substantial Completion which shall fix the date of Substantial Completion. Engineer shall attach to the certificate a punch list of items to be completed or corrected before final payment. Owner shall have seven days after receipt of the preliminary certificate during which to make written objection to Engineer as to any provisions of the certificate or attached punch list. If, after considering the objections to the provisions of the preliminary certificate, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the preliminary certificate to Owner, notify Contractor in writing that the Work is not substantially complete, stating the reasons therefor. If Owner does not object to the provisions of the certificate, or if despite consideration of Owner's objections Engineer concludes that the Work is substantially complete, then Engineer will, within said 14 days, execute and deliver to Owner and Contractor a final

certificate of Substantial Completion (with a revised punch list of items to be completed or corrected) reflecting such changes from the preliminary certificate as Engineer believes justified after consideration of any objections from Owner.

~~C.D.~~ At the time of receipt of the preliminary certificate of Substantial Completion, Owner and Contractor will confer regarding Owner's use or occupancy of the Work following Substantial Completion, review the builder's risk insurance policy with respect to the end of the builder's risk coverage, and confirm the transition to coverage of the Work under a permanent property insurance policy held by Owner. Unless Owner and Contractor agree otherwise in writing, Owner shall bear responsibility for security, operation, protection of the Work, property insurance, maintenance, heat, and utilities upon Owner's use or occupancy of the Work.

~~D.E.~~ After Substantial Completion the Contractor shall promptly begin work on the punch list of items to be completed or corrected prior to final payment. In appropriate cases Contractor may submit monthly Applications for Payment for completed punch list items, following the progress payment procedures set forth above.

~~E.F.~~ Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the punch list.

15.04 *Partial Use or Occupancy*

A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:

1. At any time Owner may request in writing that Contractor permit Owner to use or occupy any such part of the Work that Owner believes to be substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 15.03.A through E for that part of the Work.
2. At any time Contractor may notify Owner and Engineer in writing that Contractor considers any such part of the Work substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.
3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 15.03 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.
4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 6.05 regarding builder's risk or other property insurance.

15.05 *Final Inspection*

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

15.06 *Final Payment*

A. *Application for Payment:*

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents (as provided in Paragraph 7.11), and other documents, Contractor may make application for final payment.
2. The final Application for Payment shall be accompanied (except as previously delivered) by:
 - a. all documentation called for in the Contract Documents;
 - b. consent of the surety, if any, to final payment;
 - c. satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any Liens or other title defects, or will so pass upon final payment.
 - d. a list of all disputes that Contractor believes are unsettled; and
 - e. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of the Work, and of Liens filed in connection with the Work.
3. In lieu of the releases or waivers of Liens specified in Paragraph 15.06.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (a) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (b) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien, or Owner at its option may issue joint checks payable to Contractor and specified Subcontractors and Suppliers.

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

1. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of final payment and present the Application for Payment to Owner for payment. Such recommendation shall account for any set-offs against payment that are necessary in Engineer's opinion to protect Owner from loss for the reasons stated above with respect to progress payments. At the same time Engineer will also give written notice to Owner and Contractor that the Work is acceptable, subject to the provisions of Paragraph 15.07. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

C. *Completion of Work:* The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment.

D. *Payment Becomes Due:* Thirty days after the presentation to Owner of the final Application for Payment and accompanying documentation, the amount recommended by Engineer (less any further sum Owner is entitled to set off against Engineer's recommendation, including but not limited to set-offs for liquidated damages and set-offs allowed under the provisions above with respect to progress payments) will become due and shall be paid by Owner to Contractor.

15.07 *Waiver of Claims*

- A. The making of final payment will not constitute a waiver by Owner of claims or rights against Contractor. Owner expressly reserves claims and rights arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 15.05, from Contractor's failure to comply with the Contract Documents or the terms of any special guarantees specified therein, from outstanding Claims by Owner, or from Contractor's continuing obligations under the Contract Documents.
- B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted or appealed under the provisions of Article 17.

15.08 *Correction Period*

- A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents, or by any specific provision of the Contract Documents), any Work is found to be defective, or if the repair of any damages to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas used by Contractor as permitted by Laws and Regulations, is found to be defective, then Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:
 - 1. correct the defective repairs to the Site or such other adjacent areas;
 - 2. correct such defective Work;
 - 3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and
 - 4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or to other land or areas resulting therefrom.
- B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others).
- C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.
- D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.
- E. Contractor's obligations under this paragraph are in addition to all other obligations and warranties. The provisions of this paragraph shall not be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

ARTICLE 16 – SUSPENSION OF WORK AND TERMINATION

16.01 *Owner May Suspend Work*

- A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by written notice to Contractor and Engineer. Such notice will fix

the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension. Any Change Proposal seeking such adjustments shall be submitted no later than 30 days after the date fixed for resumption of Work.

16.02 *Owner May Terminate for Cause*

- A. The occurrence of any one or more of the following events will constitute a default by Contractor and justify termination for cause:
 - 1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule);
 - 2. Failure of Contractor to perform or otherwise to comply with a material term of the Contract Documents;
 - 3. Contractor's disregard of Laws or Regulations of any public body having jurisdiction; or
 - 4. Contractor's repeated disregard of the authority of Owner or Engineer.
- B. If one or more of the events identified in Paragraph 16.02.A occurs, then after giving Contractor (and any surety) ten days written notice that Owner is considering a declaration that Contractor is in default and termination of the contract, Owner may proceed to:
 - 1. declare Contractor to be in default, and give Contractor (and any surety) notice that the Contract is terminated; and
 - 2. enforce the rights available to Owner under any applicable performance bond.
- C. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.
- D. Owner may not proceed with termination of the Contract under Paragraph 16.02.B if Contractor within seven days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.
- E. If Owner proceeds as provided in Paragraph 16.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds the cost to complete the Work, including all related claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals) sustained by Owner, such excess will be paid to Contractor. If the cost to complete the Work including such related claims, costs, losses, and damages exceeds such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this paragraph, Owner shall not be required to obtain the lowest price for the Work performed.
- F. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue, or any rights or remedies of Owner against Contractor or any surety under any payment bond or performance bond. Any retention or payment of money due Contractor by Owner will not release Contractor from liability.
- G. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 6.01.A, the provisions of that bond shall govern over any inconsistent provisions of Paragraphs 16.02.B and 16.02.D.

16.03 *Owner May Terminate For Convenience*

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

16.04 *Contractor May Stop Work or Terminate*

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

ARTICLE 17 – FINAL RESOLUTION OF DISPUTES

17.01 *Methods and Procedures*

- A. *Disputes Subject to Final Resolution:* The following disputed matters are subject to final resolution under the provisions of this Article:
 - 1. A timely appeal of an approval in part and denial in part of a Claim, or of a denial in full; and
 - 2. Disputes between Owner and Contractor concerning the Work or obligations under the Contract Documents, and arising after final payment has been made.
- B. *Final Resolution of Disputes:* For any dispute subject to resolution under this Article, Owner or Contractor may:
 - 1. elect in writing to invoke the dispute resolution process provided for in these Standard General Conditions~~the Supplementary Conditions~~; or
 - 2. agree with the other party to submit the dispute to another dispute resolution process; or

3. if no dispute resolution process is provided for in these Standard General Conditions ~~the Supplementary Conditions~~ or mutually agreed to, give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction.

ARTICLE 18 – MISCELLANEOUS

18.01 *Giving Notice*

- A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:
 1. delivered in person, by a commercial courier service or otherwise, to the individual or to a member of the firm or to an officer of the corporation for which it is intended; or
 2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the sender of the notice.

18.02 *Computation of Times*

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

18.03 *Cumulative Remedies*

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

18.04 *Limitation of Damages*

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

18.05 *No Waiver*

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

18.06 *Survival of Obligations*

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

18.07 *Controlling Law*

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

18.08 *Headings*

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

18.09 Tribal Sovereignty.

A. No provision of this Agreement will be construed by any of the signatories as abridging or debilitating any sovereign powers of the {insert name of Tribe} Tribe; affecting the trust-beneficiary relationship between the Secretary of the Interior, Tribe, and Indian landowner(s); or interfering with the government-to-government relationship between the United States and the Tribe.

18.10 Privity of Contract

A. Neither the Missouri Department of Natural Resources, its divisions nor its employees are or will be a party to the contract(s) at any tier.

ARTICLE 19 – FEDERAL REQUIREMENTS

~~Agency Not a Party~~

~~This Contract is expected to be funded in part with funds provided by agency. Neither Agency, nor any of its departments, entities, or employees is a party to this Contract.~~

19.01 -Contract Approval

A. Owner and Contractor will furnish Owner’s attorney such evidence as required so that Owner’s attorney can complete and execute the following “Certificate of Owner’s Attorney” (Exhibit GC-A) before Owner submits the executed Contract Documents to Agency for approval.

B. Concurrence by Agency in the award of the Contract is required before the Contract is effective.

19.02 Conflict of Interest

A. Contractor may not knowingly contract with a supplier or manufacturer if the individual or entity who prepared the plans and specifications has a corporate or financial affiliation with the supplier or manufacturer. Owner’s officers, employees, or agents shall not engage in the award or administration of this Contract if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when: (i) the employee, officer or agent; (ii) any member of their immediate family; (iii) their partner or (iv) an organization that employs, or is about to employ, any of the above, has a financial interest in or other interest in or a tangible personal benefit from the Contractor. Owner’s officers, employees, or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from Contractor or subcontractors.

19.03 Gratuities

A. If Owner finds after a notice and hearing that Contractor, or any of Contractor’s agents or representatives, offered or gave gratuities (in the form of entertainment, gifts, or otherwise) to any official, employee, or agent of Owner or Agency in an attempt to secure this Contract or favorable treatment in awarding, amending, or making any determinations related to the performance of this Contract, Owner may, by written notice to Contractor, terminate this Contract. Owner may also pursue other rights and remedies that the law or this Contract provides. However, the existence of the facts on which Owner bases such findings shall be an issue and may be reviewed in proceedings under the dispute resolution provisions of this Contract.

B. In the event this Contract is terminated as provided in paragraph 16.04.A, Owner may pursue the same remedies against Contractor as it could pursue in the event of a breach of this Contract by Contractor. As a penalty, in addition to any other damages to which it may be entitled by law, Owner may pursue exemplary damages in an amount (as determined by Owner) which shall not be less than three nor more than ten times the costs Contractor incurs in providing any such gratuities to any such officer or employee.

19.04 Audit and Access to Records

A. Owner, Agency, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Engineer

which are pertinent to the Agreement, for the purpose of making audits, examinations, excerpts, and transcriptions. Engineer, Contractor, and Sub-Contractors shall maintain all required records for three years after final payment is made and all other pending matters are closed.

19.05 Small, Minority, and Women's Businesses

A. If Contractor intends to let any subcontracts for a portion of the work, Contractor shall take affirmative steps to assure that small, minority and women's businesses are used when possible as sources of supplies, equipment, construction, and services. Affirmative steps shall consist of:

- (1) including qualified small, minority and women's businesses on solicitation lists;
- (2) assuring that small, minority and women's businesses are solicited whenever they are potential sources;
- (3) dividing total requirements when economically feasible, into small tasks or quantities to permit maximum participation of small, minority, and women's businesses;
- (4) establishing delivery schedules, where the requirements of the work permit, which will encourage participation by small, minority and women's businesses;
- (5) using the services and assistance of the Small Business Administration and the Minority Business Development Agency of the U.S. Department of Commerce;
- (6) requiring each party to a subcontract to take the affirmative steps of this section; and
- (7) Contractor is encouraged to procure goods and services from labor surplus area firms.

19.06 Anti-Kickback

A. Contractor shall comply with the Copeland Anti-Kickback Act (18 USC 874 and 40 U.S.C. 276e3145) as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Buildings or Public Works Financed in Whole or in Part by Loans or Grants of the United States"). The Act provides that Contractor or subcontractor shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public facilities, to give up any part of the compensation to which they are otherwise entitled. Owner shall report all suspected or reported violations to Agency.

19.07 Clean Air Act (42U.S.C. 7506(C)-7401-767q.)and the Federal Water Pollution Control Acts (33 U.S.C. 1368-1251-1387) as amended:

A. ~~If this Contract exceeds \$100,000, Compliance~~ Contractor to agree to comply with all applicable standards, orders, or requirements issued ~~under section 306 of~~ pursuant to the Clean Air Act (42 U.S.C. 7506(C)1857(h) and 42 USC 7401-7671q.)et. seq.), section 508 of the Clean Water Act (33 U.S.C. 1368) and the Federal Water Pollution Control Act as amended (33 USC 1251 1368-et seq-1387.), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15) is required. Contractor will report violations to the Agency and the Regional Office of the EPA) Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

19.08 State Energy Policy

A. Contractor shall comply with the Energy Policy and Conservation Act (P.L. 94-163). Mandatory standards and policies relating to energy efficiency, contained in any applicable State Energy Conservation Plan, shall be utilized.

19.09 Equal Employment Opportunity Requirements

~~If this Contract exceeds \$10,000, Contractor shall comply with Executive Order 11246, "Equal Employment Opportunity," as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."~~

~~Contractor's compliance with Executive Order 11246 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative active obligations required by the Standard Federal Equal Employment Opportunity Construction Contract Specifications, as set forth in 41 CFR Part 60-4 and its efforts to meet the goals established for the geographical area where the Contract is to be performed. The hours of minority and female employment and training must be substantially uniform throughout the length of the Contract, and in each trade, and Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting Contractor's goals shall be a violation of the Contract, the Executive Order, and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.~~

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

~~The Contract is considered a federally assisted construction contract. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30FR 12319,12935,3 CFR Part, 1964-1965 Comp., p.339), as amended by Executive Order 11375,"Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60 "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."~~

19.10 *Byrd Anti-Restrictions on Lobbying Amendment (31 U.S.C. 1352)*

- ~~A. Contractors that apply or bid for an award exceeding \$100,000 must file the required certification (RD Instruction 1940-Q, Exhibit A-1). The Contractor certifies to the Owner and every subcontractor certifies to the Contractor that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining the Contract if it is covered by 31 U.S.C. 1352. The Contractor and every subcontractor must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Owner. Necessary certification and disclosure forms shall be provided by Owner. Contractor and each subcontractor shall comply with Restrictions on Lobbying (Public Law 101-121, Section 319) as supplemented by applicable Agency regulations. This Law applies to the recipients of contracts and subcontracts that exceed \$100,000 at any tier under a Federal loan that exceeds \$150,000 or a Federal grant that exceeds \$100,000. If applicable, Contractor must complete a certification form on lobbying activities related to a specific Federal loan or grant that is a funding source for this Contract. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 USC 1352. Each tier shall disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Certifications and disclosures are forwarded from tier to tier up to the Owner. Necessary certification and disclosure forms shall be provided by Owner.~~

19.11 *Environmental Requirements*

- ~~A. When constructing a Project involving trenching and/or other related earth excavations, Contractor shall comply with the following environmental conditions:~~

1. Wetlands – When disposing of excess, spoil, or other construction materials on public or private property, Contractor shall not fill in or otherwise convert wetlands.
2. Floodplains – When disposing of excess, spoil, or other construction materials on public or private property, Contractor shall not fill in or otherwise convert 100 year floodplain areas (Standard Flood Hazard Area) delineated on the latest Federal Emergency Management Agency Floodplain Maps, or other appropriate maps, i.e., alluvial soils on NRCS Soil Survey Maps.
3. Historic Preservation – If during the course of construction evidence of deposits of historical or archaeological interest is found, the contractor shall cease operations affecting the find and shall notify the owner who shall notify the Missouri Department of Natural Resources and the Director, Division of State Parks, State Historic Preservation Office, P.O. Box 176, Jefferson City, Missouri 65102, Telephone (573) 751-7858. No further disturbances of the deposits shall ensue until the contractor has been notified by the owner that he may proceed. The owner will issue a notice to proceed only after the state official has surveyed the find and made a determination to the Missouri Department of Natural Resources and the owner. Compensation to the contractor, if any, for lost time or changes in construction to avoid the find, shall be determined in accordance with changed conditions or change order provisions of the specifications. Any excavation by Contractor that uncovers an historical or archaeological artifact shall be immediately reported to Owner and a representative of Agency. Construction shall be temporarily halted pending the notification process and further directions issued by Agency after consultation with the State Historic Preservation Officer (SHPO).
4. Endangered Species – Contractor shall comply with the Endangered Species Act, which provides for the protection of endangered and/or threatened species and critical habitat. Should any evidence of the presence of endangered and/or threatened species or their critical habitat be brought to the attention of Contractor, Contractor will immediately report this evidence to Owner and a representative of Agency. Construction shall be temporarily halted pending the notification process and further directions issued by Agency after consultation with the U.S. Fish and Wildlife Service.
5. Mitigation Measures – If the project had an Environmental Report, Environmental Assessment, or Environmental Impact Statement to meet the requirements of the National Environmental Policy Act, compliance with the mitigation measures, if any, in that document are hereby included as a condition of this contract. The following environmental mitigation measures are required on this Project. These mitigation measures are as follows: Insert mitigation measures if any.

19.12 Contract Work Hours and Safety Standard Act (40U.S.C. 3701-3708):

- A. Where applicable, for contracts awarded by the Owner in excess of \$100,00 that involve the employment of mechanics or laborers, the Contractor must comply with 40U.S.C. 3702 and 3704, as supplemented by the Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, the Contractor must compute the wages of every mechanic and laborer on the basis of standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market or contracts for transportation or transmission of intelligence.
- B. Any person signing a contract to work on the construction of public works for any public body shall provide a ten-hour Occupational Safety and Health Administration (OSHA) construction safety program for their on-site employees which includes a course in construction safety and health approved by OSHA or a similar program approved by the Missouri Department of Labor and Industrial Relations which is at least as stringent as an approved OSHA program. All employees are

required to complete the program within sixty days of beginning work on such construction project. (Sec. 292.675 RSMo)

19.13 Debarment and Suspension (Executive Orders 12549 and 12689)

A. A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

19.14 Procurement of Recovered Materials:

A. The Contractor must comply with 2 CFR Part 200.322, "Procurement of recovered materials."

19.15 Central Contractor Registration

A. In accordance with the Federal Funding Accountability Act of 2006, the contractor assures that it, as well as its subcontractor(s), shall register in the Central Contractor Registration (CCR) database. All records from CCR/FedReg, ORCA, and EPLS, active or expired, were moved to the System for Award Management (SAM).

The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS. There is NO fee to register for this site. If you had an active record in CCR, you have an active record in SAM. You do not need to do anything in SAM at this time, unless a change in your business circumstances requires updates to your Entity record(s) in order for you to be paid or to receive an award or you need to renew your Entity(s) prior to its expiration. To update or renew your Entity records(s) in SAM you will need to create a SAM User Account located on the Internet at <https://www.sam.gov/SAM/> and link it to your migrated Entity records. You do not need a user account to search for registered entities in SAM by typing the DUNS number or business name into the search box.

If a contractor or subcontractor is not currently registered in SAM, they are not required to do so, but the status of all contractors will be checked in SAM.

ARTICLE 20 – STATE OF MISSOURI REQUIREMENTS

20.01 Access to Construction Site and Contract Records - 10 CSR 20-4.040(17); Clean Water Act sec. 308 (B)i

A. The contractor shall provide access to the project site and project records by, the Missouri State Auditor, the Missouri Department of Natural Resources, the Missouri Clean Water Commission, the Environmental Improvement and Energy Resources Authority, the EPA, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

20.02 Restrictive Experience Clauses – 10 CSR 20 4.040(17)

A. Regulations, 10 CSR 20 4.040(17) restrict the use of experience clauses to cases where adequate justification can be made. When experience clauses are used, they will be limited to reasonable periods of time. It is also recommended that submission of a bond or cash deposit be permitted instead of a specified experience period, which will guarantee replacement in the event of failure. The period of time for which a guarantee bond or cash deposit is required should not exceed the experience period specified. Substance Abuse Prevention on Public Works Projects Act

~~20.03 Restrictive Specifications – 10 CSR 20-4.040(17)~~

- ~~A. No proprietary, exclusionary or discriminatory requirements other than those based upon performance are allowable. Recipients must state clearly in the specification the salient requirements of the named brand which must be met by offerers and that other brands may be accepted. Please revise sections _____ of the specifications to reflect that other brands may be accepted and the process for obtaining that acceptance.~~

20.04 *Payment Provisions - 10 CSR 20-4.040(20)*

- A. The owner shall make payment to the contractor in accordance with section 34.057, RSMo. Adequate provisions for such payments should be included in the specifications. Retainage can be no more than 5%.

20.05 *Contract Work Hours and Safety Standards Act – 40 U.S.C. 327-330*

- A. The contractor shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327–330) as supplemented by Department of Labor regulations (29 CFR part 5).

20.06 *Energy Efficiency Requirements - Energy Policy and Conservation Act (P.L.94-163, 89 Stat. 871)*

- A. The contractor must comply with the mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163, 89 Stat. 871).

20.07 *False Claims Act*

- A. The contractor, as well as its subcontractors, if required by future OMB guidance, shall promptly refer to the State of Missouri or other appropriate Inspector General any credible evidence that a principal, employee, agent, contractor, sub-grantee, subcontractor or other person has submitted a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict or interest, bribery, gratuity or similar misconduct involving those funds.

~~20.08 *Recycled Materials – U.S.C. 6962 (RCRA Section 6002)*~~

- ~~A. In accordance with Section 6002 of the Resource Conservation and Recovery Act (RCRA) (U.S.C. 6962), preference shall be given to the procurement of specific products containing recycled materials identified in guidelines developed by the Environmental Protection Agency. Current guidelines are contained in 40 CFR Part 247-254.~~

~~20.09 *Small Business Act – P.L. 100-590*~~

- ~~B. Prior to awarding contracts, the loan recipient and any contractor awarding subcontracts must take the following affirmative steps in accordance with Section 129 of Public Law 100-590, Small Business Administration Reauthorization and Amendment Act of 1988:—~~
- ~~—a. Placing Small Business in Rural Areas (SBRA) on solicitation lists;~~
 - ~~b. Ensuring that SBRAs are solicited whenever they are potential sources;~~
 - ~~e. Dividing total requirements, when economically feasible, into small tasks or quantities to permit maximum participation by SBRAs;~~
 - ~~d. Establishing delivery schedules, where the requirements of work will permit which would encourage participation by SBRAs;~~

e. Utilizing the services of the Small Business Administration and the Minority Business Development Agency of the U.S. Department of Commerce, as appropriate.

20.09 *Missouri Products - Chap. 71.140 RSMo. 1986 (Only applies to loan only funded projects)*

A. In accordance with Chapter 71.140, Missouri Revised Statutes 1986, preference shall be given to Missouri products.

20.10 *Missouri Firms - Sec. 34.076 RSMo. 1986 (Only applies to loan only funded projects)*

A. Pursuant to Section 34.076 RSMo. 1986 Cumulative Supplements, a preference shall be given to those persons doing business as Missouri firms, corporations, or individuals, or which maintain Missouri offices or places of business, when the quality of performance promised is equal or better and the price quoted is the same or less. In addition, in order for a nondomiciliary Missouri bidder to be successful, his bid must be that same percentage lower than a domiciliary Missouri bidder's bid, as would be required for a Missouri bidder to successfully bid in the nondomiciliary's state.

ARTICLE 21 – OTHER REQUIREMENTS

21.01 Certified Payroll

A. Contractor shall submit Certified Payroll to the Owner with each pay request.

21.02 ~~American Iron and Steel – Sec. 608.(a) of the Federal Water Pollution Control Act~~

~~A. In accordance with Sec. 608.(a) of the Federal Water Pollution Control Act, the Participant assures that it, as well as its contractors and subcontractors, will only use iron and steel products in the Project which are produced in the United States in a manner consistent with United States obligations under international agreements. The term “iron and steel products” means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials. The Participant understands that this requirement may only be waived by the applicable federal agency in limited situations as set out in Sec. 608.(d) of the Federal Water Pollution Control Act.~~

21.03 Document Retention

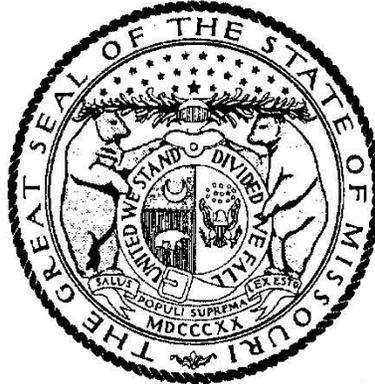
A. The Contractor and all Sub-Contractors shall retain all project related records for three years after final payment(s) and all other pending matters are closed.

Prevailing Wage Rates

Missouri

Division of Labor Standards

WAGE AND HOUR SECTION



MICHAEL L. PARSON, Governor

Annual Wage Order No. 27

Section 050
JEFFERSON COUNTY

In accordance with Section 290.262 RSMo 2000, within thirty (30) days after a certified copy of this Annual Wage Order has been filed with the Secretary of State as indicated below, any person who may be affected by this Annual Wage Order may object by filing an objection in triplicate with the Labor and Industrial Relations Commission, P.O. Box 599, Jefferson City, MO 65102-0599. Such objections must set forth in writing the specific grounds of objection. Each objection shall certify that a copy has been furnished to the Division of Labor Standards, P.O. Box 449, Jefferson City, MO 65102-0449 pursuant to 8 CSR 20-5.010(1). A certified copy of the Annual Wage Order has been filed with the Secretary of State of Missouri.

Original Signed by

Taylor Burks, Director
Division of Labor Standards

Filed With Secretary of State: _____ **March 10, 2020**

Last Date Objections May Be Filed: **April 9, 2020**

Prepared by Missouri Department of Labor and Industrial Relations

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Asbestos Worker	\$52.77
Boilermaker	*\$22.58
Bricklayer	\$58.09
Carpenter	\$50.54
Lather	
Linoleum Layer	
Millwright	
Pile Driver	
Cement Mason	\$50.75
Plasterer	
Communications Technician	*\$22.58
Electrician (Inside Wireman)	\$66.64
Electrician Outside Lineman	*\$22.58
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Elevator Constructor	*\$22.58
Glazier	*\$22.58
Ironworker	\$61.78
Laborer	\$42.05
General Laborer	
First Semi-Skilled	
Second Semi-Skilled	
Mason	\$51.21
Marble Mason	
Marble Finisher	
Terrazzo Worker	
Terrazzo Finisher	
Tile Setter	
Tile Finisher	
Operating Engineer	\$62.00
Group I	
Group II	
Group III	
Group III-A	
Group IV	
Group V	
Painter	\$49.11
Plumber	\$69.41
Pipe Fitter	
Roofer	\$51.15
Sheet Metal Worker	\$67.39
Sprinkler Fitter	\$71.48
Truck Driver	*\$22.58
Truck Control Service Driver	
Group I	
Group II	
Group III	
Group IV	

*The Division of Labor Standards received less than 1,000 reportable hours for this occupational title. Public works contracting minimum wage is established for this occupational title using data provided by Missouri Economic Research and Information Center.

**The Prevailing Hourly Rate includes any applicable fringe benefit amounts for each occupational title.

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Carpenter	\$56.89
Millwright	
Pile Driver	
Electrician (Outside Lineman)	*\$22.58
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Laborer	\$47.28
General Laborer	
Skilled Laborer	
Operating Engineer	\$63.41
Group I	
Group II	
Group III	
Group IV	
Truck Driver	*\$22.58
Truck Control Service Driver	
Group I	
Group II	
Group III	
Group IV	

Use Heavy Construction Rates on Highway and Heavy construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(3).

Use Building Construction Rates on Building construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(2).

If a worker is performing work on a heavy construction project within an occupational title that is not listed on the Heavy Construction Rate Sheet, use the rate for that occupational title as shown on the Building Construction Rate Sheet.

*The Division of Labor Standards received less than 1,000 reportable hours for this occupational title. Public works contracting minimum wage is established for this occupational title using data provided by Missouri Economic Research and Information Center.

**The Prevailing Hourly Rate includes any applicable fringe benefit amounts for each occupational title.

OVERTIME and HOLIDAYS

OVERTIME

For all work performed on a Sunday or a holiday, not less than twice (2x) the prevailing hourly rate of wages for work of a similar character in the locality in which the work is performed or the public works contracting minimum wage, whichever is applicable, shall be paid to all workers employed by or on behalf of any public body engaged in the construction of public works, exclusive of maintenance work.

For all overtime work performed, not less than one and one-half (1½) the prevailing hourly rate of wages for work of a similar character in the locality in which the work is performed or the public works contracting minimum wage, whichever is applicable, shall be paid to all workers employed by or on behalf of any public body engaged in the construction of public works, exclusive of maintenance work or contractual obligation. For purposes of this subdivision, "**overtime work**" shall include work that exceeds ten hours in one day and work in excess of forty hours in one calendar week; and

A thirty-minute lunch period on each calendar day shall be allowed for each worker on a public works project, provided that such time shall not be considered as time worked.

HOLIDAYS

January First;
The last Monday in May;
July Fourth;
The first Monday in September;
November Eleventh;
The fourth Thursday in November; and
December Twenty-Fifth;

If any holiday falls on a Sunday, the following Monday shall be considered a holiday.



**DIVISION OF
LABOR
STANDARDS**

MISSOURI DEPARTMENT OF LABOR AND INDUSTRIAL RELATIONS

AFFIDAVIT

COMPLIANCE WITH THE PREVAILING WAGE LAW

I, _____, upon being duly sworn upon my oath state that: (1) I am the
(Name)

_____ of _____; (2) all requirements of
(Title) *(Name of Company)*

§§ 290.210 to 290.340, RSMo, pertaining to the payment of wages to workers employed on public works projects
have been fully satisfied with regard to this company's work on _____;
(Name of Project)

(3) I have reviewed and am familiar with the prevailing wage rules in 8 CSR 30-3.010 to 8 CSR 30-3.060; (4) based upon my knowledge of these rules, including the occupational titles set out in 8 CSR 30-3.060, I have completed full and accurate records clearly indicating (a) the names, occupations, and crafts of every worker employed by this company in connection with this project together with an accurate record of the number of hours worked by each worker and the actual wages paid for each class or type of work performed, (b) the payroll deductions that have been made for each worker, and (c) the amounts paid to provide fringe benefits, if any, for each worker; (5) the amounts paid to provide fringe benefits, if any, were irrevocably made to a fund, plan, or program on behalf of the workers; (6) these payroll records are kept and have been provided for inspection to the authorized representative of the contracting public body and will be available, as often as may be necessary, to such body and the Missouri Department of Labor and Industrial Relations; (7) such records shall not be destroyed or removed from the state for one year following the completion of this company's work on this project; and (8) there has been no exception to the full and complete compliance with the provisions and requirements of Annual Wage Order No. _____ Section _____ issued by the Missouri Division of Labor Standards and applicable to this project located in _____ County, Missouri, and completed on the _____ day of _____, _____.

The matters stated herein are true to the best of my information, knowledge, and belief. I acknowledge that the falsification of any information set out above may subject me to criminal prosecution pursuant to §§290.340, 570.090, 575.040, 575.050, or 575.060, RSMo.

Signature

Subscribed and sworn to me this _____ day of _____, _____.
My commission expires _____, _____.

Notary Public

Receipt by Authorized Public Representative

WHEREAS, the State of Missouri is committed to enhancing the economic health and prosperity of Minority and Women Business Enterprises (M/WBEs) through the use of M/WBE contract benchmarks established in state contracts for supplies, services, and construction that are consistent with §§37.020 – 37.023, RSMo, and the findings of the most current disparity study; and

WHEREAS, upon funding being appropriated by the General Assembly in 2013, the Office of Administration (OA) commissioned a Disparity Study which was completed on October 24, 2014, that studied the utilization of M/WBEs in state contracts and the availability of M/WBEs in the applicable marketplace; and

WHEREAS, Executive Order 14-07 established the Disparity Study Oversight Review Committee to review the findings of the 2014 Disparity Study and to produce meaningful recommendations to assist the State of Missouri in developing a contracting process that is inclusive, promotes diversity, and provides greater opportunity for M/WBEs; and

WHEREAS, after conducting a thorough review and analysis of the findings of the 2014 Disparity Study, the Disparity Study Oversight Review Committee submitted its report to the Governor on January 27, 2015; and

WHEREAS, the Disparity Study Oversight Review Committee's report sets forth recommendations to help eliminate the lingering effects of discrimination to ensure a level playing-field for all Missouri business owners; and

WHEREAS, on September 14, 2015, the Ferguson Commission, created pursuant to Executive Order 14-15, released its final report which called for Missouri to implement a statewide M/WBE program "with outcomes measures that incorporate capacity building, mentoring, and education with respect to the state and local procurement system;" and

WHEREAS, the State of Missouri is dedicated to the compelling governmental interest of remedying race and sex based discrimination in a manner consistent with state and federal law.

NOW, THEREFORE, I, JEREMIAH W. (JAY) NIXON, GOVERNOR OF THE STATE OF MISSOURI, in recognition of the obligations of the State of Missouri and by virtue of the authority vested in me by the Constitution and the Laws of the State of Missouri, do hereby state that the following narrowly tailored policies and procedures shall be adopted by the Executive Branch of state government in procuring goods and services:

1. All state agencies shall make every feasible effort to increase the percentage of goods and services procured from certified M/WBEs in order to achieve the annual goals of 10% MBEs and 10% WBEs of all annual Executive Branch procurement funds. These efforts shall include participation in an Executive Branch Contract Compliance Council which shall, in cooperation with the Office of Administration, Office of Equal Opportunity (OEO), review procurement efforts to assist in meeting the requirements of this Executive Order.
2. Both the Division of Purchasing and Facilities Management, Design and Construction (FMDC) within the Office of Administration shall be authorized to implement the following program to increase M/WBE procurements:
 - a. Division of Purchasing and FMDC shall encourage prime contractors to subcontract with M/WBEs on state contracts. Division of Purchasing and FMDC contracts are permitted to include a provision setting forth participation of M/WBEs as prime contractors or subcontractors who perform a commercially useful function. M/WBE participation requirements shall be determined by the Division of Purchasing and FMDC, in consultation with OEO and the user agency, by evaluating the availability of M/WBE vendors in the applicable commodity/service and geographical area as determined by the most recent disparity study and other applicable factors. Division of Purchasing and FMDC shall use individual contract percentages to help meet the

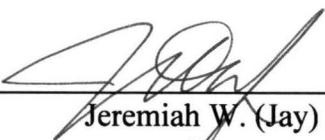
state's annual program goals. The M/WBE participation will be evaluated for responsiveness along with other criteria in the award of a bid. The participation can be met through the use of prime contractors, subcontractors, suppliers, joint ventures, or other arrangements that afford meaningful opportunities for M/WBE participation.

- b. Division of Purchasing and FMDC shall revise their policies and regulations to further implement this program which shall include a waiver provision for prime contractors who make a good faith effort to take all necessary and reasonable steps to attain such percentages but are otherwise unable to achieve them. Division of Purchasing and FMDC shall also establish enforcement procedures, in cooperation with OEO and the Contract Oversight Office within the Office of Administration, which shall include consequences for failure to meet percentage commitments unless a good faith waiver is obtained from the Division of Purchasing or FMDC, respectively.
 - c. Division of Purchasing and FMDC are authorized and directed to identify and consult with such other certifying entities as recommended by OEO in order to facilitate M/WBEs to participate in state procurements.
3. The Office of Administration shall also be authorized to:
- a. Conduct a comprehensive review of OEO and determine the need for increased funding and personnel to enable OEO to carry out the work it has been assigned.
 - b. Evaluate the state's current M/WBE eligibility standards and determine what revisions, if any, should be considered to applicable statutes and regulations. This includes an evaluation of whether M/WBE eligibility should be capped based upon a firm's gross income and/or personal net worth. The Office of Administration should refer to the Disparity Study and the Committee's report as a reference regarding potential revisions to the program's eligibility standards.
 - c. Research existing bonding and financing programs for small vendors that enhance access to bonding and working capital in order to reduce barriers to business development and success, and determine the feasibility of developing such a program within OEO.
 - d. Evaluate the existing experience and surety bonding requirements and determine what adjustments, if any, should be considered to facilitate increased M/WBE participation.
 - e. Evaluate the possibility of lengthening solicitation periods for vendors, whenever possible, in an effort to increase M/WBE participation.
 - f. Research the feasibility and consider establishing a Mentor-Protégé Program within OEO, whereby a larger firm provides instruction and training to an emerging firm to increase the protégé's skills, capacities, and business areas.
 - g. Educate and advise state agencies on implementing internal procedures that ensure compliance with §§ 34.055 – 34.057, RSMo.
 - h. Implement an electronic contracting system that provides access to state contracting information and collects measureable data to document the achievement of M/WBE goals.
4. OEO shall work with the Division of Purchasing and FMDC in the implementation of this Executive Order, and shall have the following responsibilities:
- a. Actively recruit, certify, and serve as a clearinghouse for M/WBEs to participate in the program.
 - b. Partner with agencies and organizations that conduct similar services that can provide technical assistance and supportive services.

- c. Cooperate with the Division of Purchasing, FMDC, and the Contract Oversight Office in the administration and enforcement of the M/WBE participation program and contract requirements.
 - d. Cooperate with the Division of Purchasing and FMDC in the development of policies, forms, and procedures to carry out the requirements of the M/WBE participation program.
 - e. Provide guidance to the Division of Purchasing and FMDC in the setting of M/WBE individual contract percentages.
 - f. Review and record the effectiveness of the state agencies' participation in the program in light of the availability and utilization of eligible M/WBEs on individual contracts, and make recommendations to the agencies for improvement and enforcement of the program.
 - g. Provide outreach to M/WBEs to educate firms about the program, the state's procurement process, and business elements such as obtaining bonding, lines of credit, or other related services. Outreach efforts shall also serve to foster enhanced working relationships between M/WBEs and prime contractors.
 - h. Recommend sanctions for contractors who fail to faithfully execute M/WBE participation requirements during the course of contract performance.
5. OEO shall review the program annually to monitor the level of M/WBE participation achieved in state contracting areas during the previous fiscal year. An assessment of the program and whether the continuation is necessary shall be prepared by OEO and delivered to the Governor and the General Assembly by March after the completion of the fiscal year. After it is determined by OEO that M/WBEs participate in state contracts at a level commensurate with their presence and capability in the state marketplace, then the program set forth in this Executive Order shall be terminated. If the program is still deemed to be necessary on March 1, 2019, a new Disparity Study should be conducted and a new Disparity Study Oversight Review Committee should be appointed to review the results of that study.
6. This Order shall take effect immediately and supersedes Executive Order 05-30.



IN WITNESS WHEREOF, I have hereunto set my hand and cause to be affixed the Great Seal of the State of Missouri, in the City of Jefferson, on this 21st day of October, 2015.



Jeremiah W. (Jay) Nixon
Governor

ATTEST:



Jason Kander
Secretary of State

MISSOURI STATE RURAL SEWER GRANT

Procedures for Implementation

Minority Business Enterprise/Women's Business Enterprise

Each bidder/offeror must fully comply with the requirements, terms, conditions of 40 CFR Part 33 and DNR's regulations to award a fair share of subagreements to minority and women's business enterprises. The bidder/offeror commits itself to taking affirmative steps and complying with the Six Good Faith Efforts contained herein. Bidders/offerors will take affirmative steps prior to submission of bids/proposals.

Affirmative Steps

1. When feasible, segmenting total work requirements to permit maximum minority business and women business enterprises (MBE/WBE) participation.
2. Assuring that MBEs and WBEs are solicited whenever they are potential sources of goods or services. This step may include:
 - a. Sending letters or making other personal contacts with MBEs and WBEs (e.g. those whose names appear on lists prepared by the Missouri Office of Administration, the Missouri Department of Transportation, or the funding recipients and other MBEs and WBEs known to the bidder/offeror.) MBEs and WBEs should be contacted when other potential subcontractors are contacted, within reasonable time (fifteen days) prior to bid submission or closing date for receipt of initial offers. Those letters or other contacts should communicate the following:
 - i. Specific description of the work to be subcontracted;
 - ii. How and where to obtain a copy of plans and specifications or other detailed information needed to prepare a detailed price quotation;
 - iii. Date the quotation is due to the bidder/offeror;
 - iv. Name, address, and phone number of the person in the bidder/offeror's firm whom the prospective MBE/WBE subcontractor should contact for additional information.
 - b. Sending letters or making other personal contacts with local, state, federal and private agencies and DBE associations relevant to the project. Such contacts should provide the same information provided in the direct contacts to DBE firms.
3. Where feasible, establishing delivery schedules which will encourage participation by MBEs and WBEs.

Determination of Compliance

It is to be noted that bidders/offerors must demonstrate compliance with DBE requirements in order to be deemed responsible. Demonstration of compliance shall include, but is not limited to, the following information:

1. Names, addresses and phone numbers of MBEs/WBEs expected to perform work;
2. Work to be performed by the MBEs and WBEs;
3. Aggregate dollar amount of work to be performed by MBEs and WBEs, showing aggregate to MBEs and aggregate to WBEs separately;
4. Description of contacts to MBE and WBE organizations, agencies and associations which serve MBEs/WBEs, including names of organizations, agencies and associations and dates of contacts;
5. Description of contacts to MBEs and WBEs, including number of contacts, fields, (i.e. equipment or material supplier, excavators, transport services, electrical subcontractors, plumbers, etc.) and dates of contacts.

The Six Good Faith Efforts, and Minority and Women's Business Enterprise Utilization Worksheet shall be included in the specifications.

All bidders/offerors should complete the Minority and Women's Business Enterprise Utilization Worksheet and submit to the funding recipient prior to contract award.

Additional information on DBE requirements can be found at http://www.epa.gov/osbp/dbe_team.htm

Lists of Certified Disadvantaged Business Enterprises – To help comply with the Six Good Faith Efforts, please visit the following web sites to access existing lists of certified DBEs:

Small Business Administration http://dsbs.sba.gov/dsbs/search/dsp_dsbs.cfm

Missouri Department of Transportation <http://www.modot.mo.gov/ecr/index.htm>

Office of Equal Opportunity <http://oeo.mo.gov/>

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

(Funding recipients may establish alternative methods of compliance equivalent to or more stringent than the above.)

“Six Good Faith Efforts”

The Six Good Faith Efforts are required methods to be used by all Loan and Grant recipients to ensure that all disadvantaged business enterprises (DBEs) have the opportunity to compete for procurements funded by EPA financial assistance dollars.

The prime contractor must pay its subcontractor for satisfactory performance no more than 30 days from the prime contractor’s receipt of payment from the recipient.

A recipient must be notified in writing by its prime contractor prior to any termination of a DBE subcontractor for convenience by the prime contractor.

If a DBE subcontractor fails to complete work under its subcontract for any reason, the recipient must require the prime contractor to employ the six good faith efforts described below if soliciting a replacement subcontractor.

A recipient must require its prime contractor to employ the six good faith efforts even if the prime contractor has achieved its Fair Share Goals. The current Fair Share Goals are 10% for Minority Business Enterprises and 5% for Women Business Enterprises in accordance with 40 CFR, Part 33, Subpart D.

The Six Good Faith Efforts are:

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

**MISSOURI STATE REVOLVING FUND
DISADVANTAGED BUSINESS ENTERPRISE
(MINORITY AND WOMEN'S BUSINESS ENTERPRISE)
UTILIZATION WORKSHEET**

Funding Recipient _____
Project No.: _____

Contractor/Engineer: _____

Contract Name: _____

Contract Contact Person: _____

Contractor MBE/WBE: Yes No

OA / MODOT / EPA Certification No.: _____

Address: _____

Telephone No.: _____ Email Address _____

Amount of Contract _____ Total Contract MBE% _____ WBE % _____

1. MBE _____ Subcontractor _____
 WBE _____ Address _____
 Contact Person _____ Telephone No. _____
 Email Address: _____
 OA MBE/WBE Certification Number _____
 MODOT MBE/WBE Certification (Yes) _____ (No) _____
 Amount of Subcontract _____
 Scope of Work _____

2. MBE _____ Subcontractor _____
 WBE _____ Address _____
 Contact Person _____ Telephone No. _____
 Email Address: _____
 OA MBE/WBE Certification Number _____
 MODOT MBE/WBE Certification (Yes) _____ (No) _____
 Amount of Subcontract _____
 Scope of Work _____

3. MBE _____ Subcontractor _____
WBE _____ Address _____
Contact Person _____ Telephone No. _____
Email Address: _____
OA MBE/WBE Certification Number _____
MODOT MBE/WBE Certification (Yes) _____ (No) _____
Amount of Subcontract _____
Scope of Work _____

4. MBE _____ Subcontractor _____
WBE _____ Address _____
Contact Person _____ Telephone No. _____
Email Address: _____
OA MBE/WBE Certification Number _____
MODOT MBE/WBE Certification (Yes) _____ (No) _____
Amount of Subcontract _____
Scope of Work _____

5. MBE _____ Subcontractor _____
WBE _____ Address _____
Contact Person _____ Telephone No. _____
Email Address: _____
OA MBE/WBE Certification Number _____
MODOT MBE/WBE Certification (Yes) _____ (No) _____
Amount of Subcontract _____
Scope of Work _____

6. MBE _____ Subcontractor _____
WBE _____ Address _____
Contact Person _____ Telephone No. _____
Email Address: _____
OA MBE/WBE Certification Number _____
MODOT MBE/WBE Certification (Yes) _____ (No) _____
Amount of Subcontract _____
Scope of Work _____

Comments: _____

Prepared By: _____

Telephone Number: _____

Date: _____

Six Good Faith Efforts Bidding Certification

The six good faith efforts for soliciting Minority Business Enterprises (MBEs) and Women’s Business Enterprises (WBEs), collectively referred to as Disadvantaged Business Enterprises (DBEs), are required to be followed whenever “procuring construction, equipment, services and supplies under an EPA financial assistance agreement” as stated in 40 CFR 33.301. The six good faith efforts must be followed by the Owner when advertising for construction bids or purchasing equipment, and by the prime contractor when awarding subcontracts. The six good faith efforts are:

- (a) Ensure DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government recipients, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.

- (b) Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.

- (c) Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. For Indian Tribal, State and local Government recipients, this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.

- (d) Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.

- (e) Use the services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

- (f) If the prime contractor awards subcontracts, require the prime contractor to take the steps in paragraphs (a) through (e) of this section.

I confirm that the above six good faith efforts have been followed by *(insert Owner’s name)* as required by 40 CFR 33.301.

Authorized Representative

Date

Here are some helpful links and information that can assist in searching for registered MBE/WBE firms.

1. Missouri Office of Equal Opportunity, Minority & Women Owned Businesses-
<https://apps1.mo.gov/MWBCertifiedFirms/>
2. U.S. Small Business Administration (SBA), Dynamic Small Business Search (DSBS)-
http://dsbs.sba.gov/dsbs/search/dsp_profilelist.cfm
3. Missouri Department of Transportation (MoDOT)-
http://contribute.modot.mo.gov/business/contractor_resources/External_Civil_Rights/mrc.c.htm
4. Some electronic plan rooms contain a feature that notifies registered DBE contractors/subcontractors of the advertisement for their consideration or may allow a narrowed search based on ownership/diversity criteria. This helps to ensure DBEs are made aware of the contracting opportunity.

U.S. ENVIRONMENTAL PROTECTION AGENCY
WATER QUALITY OFFICE

CERTIFICATION OF NONSEGREGATED FACILITIES

(Applicable to federally assisted construction contracts and related sub-contracts exceeding \$10,000 which are not exempt from the Equal Opportunity clause.)

The federally assisted construction contractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally assisted construction contractor certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally assisted construction contractor agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise. The federally assisted construction contractor agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certifications in his files.

Signature _____ Date _____

Name and Title of Signer _____
(Print or Type)

Firm Name _____

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.



Contractor's Application for Payment No.

	Application Period:	Application Date:
To (Owner):	From (Contractor):	Via (Engineer):
Project:	Contract:	
Owner's Contract No.:	Contractor's Project No.:	Engineer's Project No.:

**Application For Payment
Change Order Summary**

Approved Change Orders	1. ORIGINAL CONTRACT PRICE..... \$ _____
Number	Additions
Deductions	2. Net change by Change Orders..... \$ _____
	3. Current Contract Price (Line 1 ± 2)..... \$ _____
	4. TOTAL COMPLETED AND STORED TO DATE (Column F total on Progress Estimates)..... \$ _____
	5. RETAINAGE:
	a. X _____ Work Completed..... \$ _____
	b. X _____ Stored Material..... \$ _____
	c. Total Retainage (Line 5.a + Line 5.b)..... \$ _____
	6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c)..... \$ _____
	7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)..... \$ _____
	8. AMOUNT DUE THIS APPLICATION..... \$ _____
	9. BALANCE TO FINISH, PLUS RETAINAGE (Column G total on Progress Estimates + Line 5.c above)..... \$ _____
TOTALS	
NET CHANGE BY CHANGE ORDERS	

Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:

(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;

(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all Liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such Liens, security interest, or encumbrances); and

(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor Signature

By: _____ Date: _____

Payment of: \$ _____
(Line 8 or other - attach explanation of the other amount)

is recommended by: _____ (Date) _____
(Engineer)

Payment of: \$ _____
(Line 8 or other - attach explanation of the other amount)

is approved by: _____ (Date) _____
(Owner)

Approved by: _____ (Date) _____
Funding or Financing Entity (if applicable)

PARTIAL WAIVER OF LIEN

To All Whom It May Concern:

WHEREAS, the undersigned has been employed by (A) _____
_____ to
furnish labor and materials for (B) _____
_____ ..under
a contract (C) _____ for the
improvement of the premises described as (D) _____
_____ in the
_____ (City-Village) of _____, County of _____, State of _____ of which
_____ is the Owner.

NOW, THEREFORE, this _____ day of _____, 20____, for and in consideration of the sum of
(E) _____ Dollars (\$_____)

paid simultaneously herewith, the receipt whereof is hereby acknowledged by the undersigned, the undersigned does hereby waive and release to the extent only of the aforesaid amount, any lien rights to, or claim of lien with respect to and on said above-described premises, and the improvements thereon, and on the monies or other considerations due or to become due from the owner, by virtue of said contract, on account of labor, services, materials, fixtures, apparatus or machinery furnished by the undersigned to or for the above-described premises, but only to the extent of the payment aforesaid.

(F) _____

(name of sole ownership, corporation or partnership)

(SEAL)

(Affix corporate
Seal here)

(SEAL)

(Signature)

TITLE: _____

INSTRUCTIONS FOR PARTIAL WAIVER

- (A) Name person or firm with whom you agreed to furnish either labor, or services, or materials, or both.
- (B) Fill in nature and extent of work: strike the word labor or the word materials if not in your contract.
- (C) If you have more than one contract on the same premises, describe the contract by number, if available, date and extent of work.
- (D) Furnish an accurate enough description of the improvement and location of the premises so that it can be distinguished from any other property.
- (E) Amount shown should be the amount actually received on that date.
- (F) If waiver is for a corporation, corporate name should be used, corporate seal affixed and title of officer signing waiver should be set forth; if waiver is for a partnership, the partnership name should be used, partner should sign and designate himself as partner.

Construction Industry Affairs Committee of Chicago.

FINAL WAIVER OF LIEN

To All Whom It May Concern:

WHEREAS, the undersigned has been employed by (A) _____
_____ to
furnish labor and materials for (B) _____
_____..under
a contract (C) _____ for the
improvement of the premises described as (D) _____
_____ in the
_____ (City-Village) of _____, County of _____, State of _____ of which
_____ is the Owner.

NOW, THEREFORE, this _____ day of _____, 20____, for and in consideration of the sum of
(E) _____ Dollars (\$_____)

paid simultaneously herewith, the receipt whereof is hereby acknowledged by the undersigned, the undersigned does hereby waive and release any lien rights to, or claim of lien with respect to and on said above-described premises, and the improvements thereon, and on the monies or other considerations due or to become due from the owner, on account of labor, services, materials, fixtures, apparatus or machinery heretofore or which may hereafter be furnished by the undersigned to or for the above-described premises, by virtue of said contract.

(F) _____ (SEAL)
(name of sole ownership, corporation or partnership)

(Affix corporate
Seal here)

_____ (SEAL)
(Signature)

TITLE: _____

INSTRUCTIONS FOR FINAL WAIVER

- (A) Person or firm with whom you agreed to furnish either labor, or services, or materials, or both.
- (B) Fill in nature and extent of work: strike the word labor or the word materials if not in your contract.
- (C) If you have more than one contract on the same premises, describe the contract by number, if available, date and extent of work.
- (D) Furnish an accurate enough description of the improvement and location of the premises so that it can be distinguished from any other property.
- (E) Amount shown should be the amount actually received and equal to total amount of contract as adjusted.
- (F) If waiver is for a corporation, corporate name should be used, corporate seal affixed and title of officer signing waiver should be set forth; if waiver is for a partnership, the partnership name should be used, partner should sign and designate himself as partner.

Approved By The
Construction Industry Affairs Committee (CIAC).

CERTIFICATE OF SUBSTANTIAL COMPLETION

Owner: Jefferson County Public Sewer District	Owner's Contract No.:
Contractor:	Contractor's Project No.:
Engineer: Heneghan and Associates, P.C.	Engineer's Project No.: 80009-502
Project: Weber Hill Terrace/Warren Woods Sanitary Sewer Imp.	Contract Name:

This [preliminary] [final] Certificate of Substantial Completion applies to:

- All Work The following specified portions of the Work:

Date of Substantial Completion

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor, and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Work or portion thereof designated above is hereby established, subject to the provisions of the Contract pertaining to Substantial Completion. The date of Substantial Completion in the final Certificate of Substantial Completion marks the commencement of the contractual correction period and applicable warranties required by the Contract.

A punch list of items to be completed or corrected is attached to this Certificate. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract.

The responsibilities between Owner and Contractor for security, operation, safety, maintenance, heat, utilities, insurance, and warranties upon Owner's use or occupancy of the Work shall be as provided in the Contract, except as amended as follows: *[Note: Amendments of contractual responsibilities recorded in this Certificate should be the product of mutual agreement of Owner and Contractor; see Paragraph 15.03.D of the General Conditions.]*

Amendments to Owner's responsibilities: None
 As follows

Amendments to Contractor's responsibilities: None
 As follows:

The following documents are attached to and made a part of this Certificate: *[punch list; others]*

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents, nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract.

EXECUTED BY ENGINEER:	RECEIVED:	RECEIVED:
By: _____ (Authorized signature)	By: _____ Owner (Authorized Signature)	By: _____ Contractor (Authorized Signature)
Title: _____	Title: _____	Title: _____
Date: _____	Date: _____	Date: _____

Work Change Directive No.

Date of Issuance: _____ Effective Date: _____
 Owner: Jefferson County Public Sewer District Owner's Contract No.: _____
 Contractor: _____ Contractor's Project No.: _____
 Engineer: Heneghan & Associates, P.C. Engineer's Project No.: 80009-502
 Project: Weber Hill Terrace/Warren Woods SSI Contract Name: _____

Contractor is directed to proceed promptly with the following change(s):
 Description:

Attachments: *[List documents supporting change]*

Purpose for Work Change Directive:

Directive to proceed promptly with the Work described herein, prior to agreeing to changes on Contract Price and Contract Time, is issued due to: *[check one or both of the following]*

- Non-agreement on pricing of proposed change.
- Necessity to proceed for schedule or other Project reasons.

Estimated Change in Contract Price and Contract Times (non-binding, preliminary):

Contract Price \$ _____ [increase] [decrease].
 Contract Time _____ days [increase] [decrease].

Basis of estimated change in Contract Price:

- Lump Sum Unit Price
- Cost of the Work Other

RECOMMENDED:	AUTHORIZED BY:	RECEIVED:
By: _____ Engineer (Authorized Signature)	By: _____ Owner (Authorized Signature)	By: _____ Contractor (Authorized Signature)
Title: _____	Title: _____	Title: _____
Date: _____	Date: _____	Date: _____

Approved by Funding Agency (if applicable)

By: _____ Date: _____
 Title: _____

Date of Issuance:	Effective Date:
Owner: Jefferson Country Public Sewer District	Owner's Contract No.:
Contractor:	Contractor's Project No.:
Engineer: Heneghan and Associates, P.C.	Engineer's Project No.: 80009-502
Project: Weber Hill Terrace/Warren Woods Sanitary Sewer Imp.	Contract Name:

The Contract is modified as follows upon execution of this Change Order:

Description:

Attachments: *[List documents supporting change]*

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price: \$ _____	Original Contract Times: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
[Increase] [Decrease] from previously approved Change Orders No. ___ to No. ___: \$ _____	[Increase] [Decrease] from previously approved Change Orders No. ___ to No. ___: Substantial Completion: _____ Ready for Final Payment: _____ days
Contract Price prior to this Change Order: \$ _____	Contract Times prior to this Change Order: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
[Increase] [Decrease] of this Change Order: \$ _____	[Increase] [Decrease] of this Change Order: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
Contract Price incorporating this Change Order: \$ _____	Contract Times with all approved Change Orders: Substantial Completion: _____ Ready for Final Payment: _____ days or dates

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: _____ Engineer (if required)	By: _____ Owner (Authorized Signature)	By: _____ Contractor (Authorized Signature)
Title: _____	Title: _____	Title: _____
Date: _____	Date: _____	Date: _____

Approved by Funding Agency (if applicable)

By: _____ Date: _____
Title: _____

Date of Issuance: _____ Effective Date: _____
Owner: Jefferson County Public Sewer District Owner's Contract No.: _____
Contractor: _____ Contractor's Project No.: _____
Engineer: Heneghan & Associates, P.C. Engineer's Project No.: 80009-502
Project: Weber Hill Terrace/Warren Woods SSI Contract Name: _____

Contractor is hereby directed to promptly execute this Field Order, issued in accordance with General Conditions Paragraph 11.01, for minor changes in the Work without changes in Contract Price or Contract Times. If Contractor considers that a change in Contract Price or Contract Times is required, submit a Change Proposal before proceeding with this Work.

Reference: _____
Specification(s) _____ Drawing(s) / Detail(s) _____

Description:

Attachments:

ISSUED:	RECEIVED:
By: _____ Engineer (Authorized Signature)	By: _____ Contractor (Authorized Signature)
Title: _____	Title: _____
Date: _____	Date: _____

Copy to: Owner

Technical Specifications

General Information

Table of Contents

Section 10

10.01.	ABBREVIATIONS.....	10-1
10.02.	AWWA SPECIFICATIONS TITLES	10-2
10.03.	DEFINED INFORMATION.....	10-2
10.04.	REQUIRED SUBMITTALS	10-3
10.04.01	Water Main	10-3
10.04.02	Elevated Tank	10-3
10.04.03	Booster Pump Station.....	10-3
10.04.04	Ground Storage Tank.....	10-3
10.04.05	Water Treatment Plant	10-3
10.04.06	Pressure Reducing Station	10-3
10.04.07	Force Main Sewer	10-3
10.04.08	Gravity Sewer Main.....	10-5
10.04.09	Grinder Pump Station.....	10-6

General Information

Section 10

10.01. ABBREVIATIONS

ADD	Addition	IN	Inches
AI	Area Inlet	INF	Inflow
ANSI	American National Standards Institute	INV	Invert
ASA	American Standards Association	IPS	Iron Pipe Size
ASTM	American Society for Testing and Materials	LA	Lane
ATG	Adjust to Grade	LF	Lineal Foot
AVE	Avenue	MAX	Maximum
AWWA	American Water Works Association	MH	Manhole
BC	Back of Curb	MJ	Mechanical Joint
BM	Benchmark	MIN	Minimum
BK	Book	MIP	Male Iron Pipe
BLVD	Boulevard	MDNR	Missouri Dept of Natural Resources
BLDG	Building	MoDOT	Missouri Dept of Transportation
BPS	Booster Pump Station	N/F	Now and Former
CB	County Highway Bore	NO	Number
CL	Centerline	PG	Page
CJ	Construction Joint	PVMT	Pavement
CONC	Concrete	POC	Point of Commencement
CMP	Corrugated Metal Pipe	POB	Point of Beginning
CF	Cubic Foot	PC	Point of Curvature (Roads)
CY	Cubic Yard	PC	Pressure Class (Water and Sewer)
CI	Curb Inlet (Roads)	PE	Polyethylene
CI	Cast Iron (Water and Sewer)	PI	Point of Intersection
CIOD	Cast Iron Outside Diameter	PT	Point of Tangent
CTS	Copper Tube Size	PVC	Polyvinyl Chloride
DR	Drive	PE	Private Entrance (Roads)
DI	Ductile Iron	PE	Polyethylene Pipe
ESMT	Easement	PL	Property Line
EJ	Expansion Joint	PS	Pipe Stiffness
FT	Feet	RR	Railroad
FES	Flared End Section	RCP	Reinforced Concrete Pipe
FB	Flat Bottom	ROW	Right of Way
FL	Flow Line	RPR	Resident Project Representative
FIP	Female Iron Pipe	SAN	Sanitary
GI	Grated Inlet	SB	State Highway Bore
GST	Ground Storage Tank	SDR	Standard Dimension Ratio
HDPE	High-Density Polyethylene Pipe	SF	Square Feet
		SY	Square Yard
		STA	Station

SWPPP	Storm Water Pollution Prevention Plan	TOA	Top of Asphalt
TB	Township Road Bore	TBR	To Be Removed
TBM	Temporary Bench Mark	TBR&R	To Be Removed and Replaced
TYP	Typical	TSM	Temporary Seed and Mulch
TOC	Top of Curve	UFR	Uni-Flange Restraint
		VCP	Vitreous Clay Pipe

10.02. AWWA SPECIFICATIONS TITLES

- C-104-ANSI A21.4-Standard for Cement-Mortar Lining
- C-105-ANSI A21.5-Standard for Polyethylene Encasement for Ductile-Iron Pipe Systems
- C-110-ANSI A21.10-Standard for Ductile-Iron and Gray-Iron Fittings
- C-111-ANSI A21.11-Standard for Rubber-Gasket Joints for Ductile-Iron Pressure Pipe and Fittings
- C-115-ANSI A21.15-Standard for Flanged Ductile Iron Pipe with Threaded Flanges
- C-150-ANSI A21.50-Standard for Thickness Design for Ductile-Iron Pipe
- C-151-ANSI A21.51-Standard for Ductile-Iron Pipe, Centrifugally Cast
- C-153-ANSI A21.53-Standard for Ductile-Iron Compact Fittings for Water Service
- C-502-Standard for Dry-Barrel Fire Hydrants
- C-509-Standard for Resilient –Seated Gate Valves for Water Supply Service
- C-515-Standard for Reduced-Wall, Resilient-Seated Gate Valves for Water Supply Service
- C-550-Protective Epoxy Interior Coating for Valves and Hydrants
- C-606-Standard for Grooved and Shouldered Joints

10.03. DEFINED INFORMATION

OWNER – Jefferson County PSD

Selected Granular Backfill – Materials shall be crushed stone with the following gradation:

<u>Sieve Size</u>	<u>Percent Passing</u>
1 ½”	100
1”	95 ± 5
½”	75 ± 15
No. 4	43 ± 13
No. 16	25 ± 15
No. 200	8 ± 4

The granular materials shall be placed in layers not to exceed 6” and carefully compacted to 95% Standard Proctor Density (ASTM D698).

10.04. REQUIRED SUBMITTALS

On Submittals, please mark the product model number and the options and/or sizes you will be using. Also, please mark all standards required in the specifications. If the specifications are not marked up, preferably by highlighter, then they will be returned as rejected. Please provide a copy of all standards that a material references for our review and concurrence. The minimum number of submittals is 4, one for the CONTRACTOR and 3 to remain with the ENGINEER. The ENGINEER will not make copies of the submittals to return to the CONTRACTOR.

10.04.01 Water Main

Intentionally Blank

10.04.02 Elevated Tank

Intentionally Blank

10.04.03 Booster Pump Station

Intentionally Blank

10.04.04 Ground Storage Tank

Intentionally Blank

10.04.05 Water Treatment Plant

Intentionally Blank

10.04.06 Pressure Reducing Station

Intentionally Blank

10.04.07 Force Main Sewer

SEWER MAIN AND APPURTENANCES		Manufacturer	Model No.	Equal Accepted	Section	Submittal Required
1	Anchor Coupling	---	---			No
2	Casing	---	---			YES
3	Casing Spacers				52.04.12	
	a	Sewer main 6-inch or smaller	CCI Pipeline Systems	---	YES	YES
	b	Sewer main larger than 6-inch	Cascade Waterworks Mfg. Co OR BWM Co.	---	YES	YES
4	Combination Air Release Valve					
	a	2"	Valmatic	802A	YES	52.04.08 YES

SEWER MAIN AND APPURTENANCES		Manufacturer	Model No.	Equal Accepted	Section	Submittal Required
5		Copper Tracer Wire			52.04.13	
	a	Bores	Copperhead Industries, Inc.	1245EHS	YES	YES
	b	Trenching	Copperhead Industries, Inc.	1430HS	YES	YES
	c	Connectors	Copperhead Industries, Inc.	3WB-01	YES	YES
6		End Seals	Method to be approved by OWNER and ENGINEER		YES	YES
7		Fittings			52.03 E	
	a	Ductile Iron - Compact Fittings	Tyler/Union		Yes	YES
	b	Ductile Iron - Flanged Fittings	Tyler/Union		Not Allowed*	NO
	c	RJ-PVC Expansion Coupling	JM Eagle or North American Pipe Corp.		YES	YES
	d	PVC Fittings			Not Allowed*	NO
9		Gate Valves				
	a	3 inch to 12 inch	American Flow Control	2500-1	YES	52.04.04 YES
	b	14 inch and up	---	---	Not Used*	NO
10		Plug Valves				
	a	3 inch to 12 inch	Valmatic	2800R	Not Used*	52.04.06 NO
	b	14 inch to 36 inch	---	---	Not Used*	NO
11		Check Valves				
	a	Ball Check Valve	Flygt	Type-5087	Not Used*	52.04.07 NO
	b	Swing Check Valve	Valmatic	7800	YES	52.04.05 YES
12		Pipe				
	a	HDPE	---	---	Not Used*	NO
	b	PVC	---	---		52.03 YES
	c	Restrained Joint PVC	---	---		52.03 YES
	d	Ductile Iron	---	---		52.03 YES
13		Pipe Restraining Glands				52.04.11
	a	PVC	Ford 1500	---	YES	YES
14		Valve Box	Tyler Union	6850	YES	52.04.09 YES
15		Valve Box Marker	10' tall in fields		YES	52.04.10 YES
16		Special Requirements				
	a	Boring Plan				55 YES
	b	Seeding Mixture & Plan				32 YES
17		Meter/Air Release Box		(Depth x ID)		
	a		ADS N-12® ST IB PIPE	36" x 30"	YES	52.04.14 YES
18		Meter/Air Release Lid				
	a		18" Cast Iron Marked "Sewer"		YES	52.04.14 YES
19		Service Line Fittings				
	a	Saddle/Tee				YES
	b	Corp				YES
	c	Curb Stop Box				YES
	d	Swing Check Valve				YES
	e	Tracer Wire Access Box				YES
	f	Ball Valve				YES

* "Not Used" or "Not Allowed" items are not in the project

10.04.08 Gravity Sewer Main

SEWER MAIN AND APPURTENANCES		Manufacturer	Model No.	Equal Accepted	Section	Submittal Required
1	Anchor Coupling	---	---	Not Used*		
2	Casing	---	---			YES
3	Casing Spacers					
	a	Sewer main 6-inch or smaller	---	YES		YES
	b	Sewer main larger than 6-inch	Cascade Manufacturing	---		YES
5	Concrete					
	a	Rebar	---		22	YES
	b	Manhole Mix Design	---		22	YES
6	End Seals	Method to be approved by OWNER and ENGINEER		YES		YES
7	Pipe					
	a	PVC	JM Eagle or North American Pipe Corp.	---	52.03	YES
	b	Restrained Joint PVC	JM Eagle or North American Pipe Corp.	---	52.03	YES
	c	Ductile Iron	---	---	52.03	YES
8	Manhole					
	a	Standard Cover	Neenah OR East Jordan	R-1772 OR 1022	52	YES
	b	A-Lok				YES
	c	Structure				YES
	d	Floor				YES
	e	Walls				YES
	f	Lid				YES
	g	Link Seal				
	h	Grade Rings				YES
	i	Cone				YES
9	Special Rerquirements					
	a	Boring Plan			55	YES
	b	Seeding Mixture & Plan			32	YES
	c	Sod				Not Used*
	d	Manhole Sealing Plan			52	YES

* "Not Used" or "Not Allowed" items are not in the project

10.04.09 Grinder Pump Station

Grinder Pump Station		Manufacturer	Model No.	Equal Accepted	Section	Submittal Required
1	Grinder Pump Station					
	a	Simplex	E-One	WH101-92 to 159	YES	YES
	b	Duplex	E-One		YES	YES
	c	Control/Alarm Panel	E-One		YES	YES
	d	Generator Hookup	E-One		YES	YES
2	Electrical Material					YES

* "Not Used" or "Not Allowed" items are not in the project

General Requirements

Table of Contents

Section 15

15.01.	SCOPE OF WORK.....	15-1
15.02.	CONTRACTOR RESPONSIBILITIES	15-1
15.03.	REGULATORY AGENCIES AND PERMITS	15-2
15.04.	COORDINATION WITH RESIDENT PROJECT REPRESENTATIVE	15-3
15.05.	STANDARD SPECIFICATIONS	15-3
15.06.	EQUIPMENT AND PRODUCTS	15-3
15.07.	SHOP DRAWINGS AND OPERATION AND MAINTENANCE MANUALS	15-4
15.08.	PAYMENT FOR WATER USED.....	15-4
15.09.	SOIL BORING DATA	15-4
15.10.	CONTRACTOR REPRESENTATION AT MONTHLY BOARD MEETINGS	15-4
15.11.	OWNER’S STOP-WORK AUTHORITY.....	15-4
15.12.	COORDINATION WITH LOCAL ELECTRICAL AND COMMUNICATIONS UTILITIES	15-5

General Requirements

Section 15

15.01. SCOPE OF WORK

The work, as proposed, includes the furnishing of all labor, materials, equipment, transportation and performing of all operations required to construct the wastewater collection facilities (Gravity and individual Grinder Pump System) for the OWNER, all as shown on the Drawings and/or as herein specified. In case of conflict between the Drawings and these Specifications, the CONTRACTOR shall notify the ENGINEER, prior to bidding, to clarify the discrepancy and obtain a decision on which document governs. If the CONTRACTOR or any of their subcontractors fail to notify the ENGINEER prior to bidding, then the CONTRACTOR shall provide and install the intended material or equipment at no additional cost to the Contract Price.

The OWNER will continuously update the CONTRACTOR of preferred sequence before starting construction and during construction. There are a couple lines that cannot be installed during the school year. The CONTRACTOR is responsible for adjusting his schedule to meet the deadline imposed by the OWNER.

15.02. CONTRACTOR RESPONSIBILITIES

An attempt has been made to provide as much information on the Drawings as possible in regard to both existing and proposed conditions, although extreme accuracy in terms of dimensions and sizes of utilities, pumps, piping, etc., is not guaranteed. It is therefore the CONTRACTOR's responsibility to examine the Drawings, Specifications, and work site; to become familiar with the conditions and limitations applying to the work; and to verify all measurements, distances, levels, dimensions, quantities, etc., prior to making their bid, ordering materials, and/or starting work. By the act of having submitted a bid, the CONTRACTOR will be deemed to have made such examinations and verifications, and to have made allowances for such in their bid. If any major discrepancies occur between the Drawings and actual conditions, the CONTRACTOR shall notify the ENGINEER before submitting their bid and/or starting the work.

It shall be the responsibility of the CONTRACTOR to furnish and install complete and working systems to perform the intended purposes as required by the Drawings and these Specifications. The CONTRACTOR shall be responsible for all details which may be necessary to properly install, adjust, and place into operation the complete installation, and shall include the costs of all such details in the Contract Price.

The CONTRACTOR shall be responsible for all equipment and materials furnished under these Specifications and as required by the Drawings, and storage of same, within one (1) year from the date of substantial completion, in accordance with the General Conditions of this Contract. The CONTRACTOR shall replace at their expense all materials found to be defective or damaged in handling or storage. The CONTRACTOR shall, if requested by the ENGINEER, furnish certificates, affidavits of compliance, test reports or samples for check analysis for any of the materials specified herein. The CONTRACTOR shall guarantee that the equipment furnished shall be properly installed, and when properly operated, shall perform the

duty for which it is intended. They shall guarantee all materials, workmanship, and completed installation to be first class in every particular and shall, at their own expense, furnish and replace any part or parts that may prove defective in material, equipment, or workmanship within one (1) year from the date of substantial completion, in accordance with the General Conditions of this Contract.

Although they may not be specifically shown on the Drawings or called for elsewhere in the Specifications, the CONTRACTOR shall include in their bid price the cost of all fittings, piping supports, equipment, safety devices, and miscellaneous appurtenances needed to provide a secure, workable sanitary sewer system.

15.03. REGULATORY AGENCIES AND PERMITS

A. MDNR – CONSTRUCTION PERMIT

This work shall be governed by a Missouri Department of Natural Resources (MDNR) permit for construction. This permit will be obtained for the CONTRACTOR by the OWNER before any construction operations begin.

B. MDNR – NPDES PERMIT

The erosion protection practices of this work shall be governed by a NPDES General Permit for Construction Site Activities, and a Missouri Land Disturbance Permit. These permits will be obtained by the CONTRACTOR. The CONTRACTOR will be responsible for implementation and maintenance of all erosion control measures necessary for their respective contract. The CONTRACTOR shall familiarize themselves with the Storm Water Pollution Prevention Plan (SWPPP) prior to submitting their bid. The SWPPP has been included as a part of these Specifications.

Construction activities by the CONTRACTOR shall not cause any wastewater discharge which would violate the requirements of the OWNER's National Pollution Discharge Elimination System (NPDES) Permits. Accordingly, at least ten (10) days after execution of the Agreement and along with submission of their progress and shop drawings schedules, the CONTRACTOR shall submit a detailed outline of their proposed construction sequence, plus drawings showing any temporary pumping or piping installations, to assure satisfaction of this requirement; the submittal shall be subject to the approval of the OWNER, ENGINEER, and EPA. All costs for temporary piping, pumping, or any other arrangement needed to prevent violation of the NPDES Permit shall be considered incidental to the project, and as such must be included in the CONTRACTOR's bid price.

C. SHPO

A Cultural Resource Assessment/Section 106 Review was completed by SHPO and can be made available to the CONTRACTOR upon request.

D. EASEMENTS

The OWNER will obtain the necessary easements. The CONTRACTOR shall familiarize themselves with all requirements of the easements.

E. ROAD PERMITS

The OWNER will obtain any necessary MoDOT or local roadway permits. It shall be the CONTRACTOR's responsibility to contact the city street commissioner, local township roadway commissioners, county highway engineer, and State Highway personnel to coordinate the installation of sewer mains, sewer main boring operations, etc., on public right-of-way under their jurisdiction. It shall be the CONTRACTOR's responsibility to be aware of specific roadway permits for other site-specific conditions. The CONTRACTOR shall include in their bid all costs associated with special roadway repair requirements, traffic flow requirements, construction scheduling requirements, flagmen/road signage, etc.

F. FEDERAL, STATE, AND LOCAL REGULATIONS

The CONTRACTOR is responsible for conforming to the requirements of all applicable health and safety regulations and precautions as required by local, state and federal regulatory agencies including, but not limited to OSHA and Missouri Department of Labor. In accordance with the requirements of the OSHA regulations for construction, the CONTRACTOR shall provide and require the use of personal protective and lifesaving equipment for all persons working in or about the Project.

G. MISSOURI DEPARTMENT OF CONSERVATION

The requirements of MDNR GSD Section 2.8.2 and 2.8.3 related to separation of sewers/structures from water wells shall apply.

A copy of the MDC Natural Heritage Review Report is included in the specifications.

15.04. COORDINATION WITH RESIDENT PROJECT REPRESENTATIVE

The CONTRACTOR shall notify the Resident Project Representative or ENGINEER of the proposed work schedule prior to each day. Any work accomplished without the Resident Project Representative being present due to improper notification, shall be re-done, re-exposed, etc., to the satisfaction of the Resident Project Representative, and shall be incidental to the Contract Price.

15.05. STANDARD SPECIFICATIONS

The Standard Specifications referenced in these specifications refer to the current edition of the MDNR Wastewater Guidelines and Standards Document. In case of conflict with the Standard Specifications, the more stringent specification will be followed.

All sanitary sewer and sewer laterals shall be constructed in accordance with the Standard Specifications.

All work performed shall be in accordance with the Standards of the State of Missouri Plumbing Code and all local codes.

15.06. EQUIPMENT AND PRODUCTS

Whenever equipment is identified on the Drawings or in the Specifications by reference to manufacturer's name and/or trade names, it is intended merely to establish a standard, and any equipment of other manufacturers which will perform adequately the services imposed by the

general design will be considered equally acceptable provided in the opinion of the ENGINEER, the function, material, and service is equal.

The ENGINEER reserves the right to require a statement from the manufacturer of any products or equipment that the specific products or equipment have been inspected and tested and conform to the Specifications.

For the purposes of standardization all the equipment for a single item or system shall be furnished by a single manufacturer except as noted or approved by the ENGINEER. Fabricated assemblies shall be shipped in the largest convenient section permitted by carrier regulations, and adequately match marked for proper assembly.

The CONTRACTOR shall be responsible for supplying spare equipment parts as provided in these Specifications and providing for the proper storage of same so that they are kept in operable condition.

15.07. SHOP DRAWINGS AND OPERATION AND MAINTENANCE MANUALS

The CONTRACTOR shall furnish for review complete equipment shop drawings in accordance with the General Conditions before installing any equipment. Drawings shall be provided by the equipment manufacturer and shall show all dimensions and details for correct installation of the equipment.

The CONTRACTOR shall review and approve/stamp all shop drawings for construction. Shop drawings submittals will not be accepted without these reviews. The CONTRACTOR has ultimate responsibility for all shop drawing review and approval, including sub-contractor submittals.

The CONTRACTOR must supply Operations and Maintenance manuals for all equipment.

15.08. PAYMENT FOR WATER USED

Payment for water used by the CONTRACTOR for boring operations, pressure tests, etc. shall be billed to the CONTRACTOR by the OWNER at \$9.00 per thousand gallons used.

15.09. SOIL BORING DATA

Intentionally Blank

15.10. CONTRACTOR REPRESENTATION AT MONTHLY BOARD MEETINGS

The CONTRACTOR shall have a representative present only upon request at the monthly meetings of the Jefferson County PSD to answer questions presented by the Council during construction and continuing through the completion of all final cleanup operations. Costs for attendance at meetings shall be incidental to the Contract Price.

15.11. OWNER'S STOP-WORK AUTHORITY

The OWNER's Manager shall have the authority to halt any work that is not being performed in accordance with the Drawings and Specifications for this project. In this event, the CONTRACTOR shall immediately stop work on the particular item until which time the

Resident Project Representative or ENGINEER shall review the discrepancy, and all parties shall agree as to the proper construction method. No additional compensation shall be allowed for down time during a stop-work period initiated by the OWNER. In addition, if the CONTRACTOR fails to halt construction, they shall re-do the work properly at no additional cost to the OWNER.

15.12. COORDINATION WITH LOCAL ELECTRICAL AND COMMUNICATIONS UTILITIES

It shall be the CONTRACTOR's responsibility to contact all utilities (electrical, telecommunication, gas, etc.) to coordinate with the utility for needed services and equipment as shown on the plans and indicated in these Specifications. All work performed shall be in accordance with the standards of the National Electric Code, National Electric Safety Code and local codes.

Before ordering material and equipment, the CONTRACTOR shall determine from the local utility, which is intended to provide service for the herein described improvement, to determine that the service is available and will be supplied. Should any changes be required, the CONTRACTOR shall immediately notify the ENGINEER.

The CONTRACTOR shall further determine what service and material is being provided by the local utility, and shall include as part of their proposal the equipment to be furnished, in place, all that is necessary to make a complete electrical service from the utility, for the improvement.

The CONTRACTOR shall determine what payment if any the utility will require for providing the service requested. The CONTRACTOR shall pay all such charges by the utility and include those charges in the bid.

The CONTRACTOR will not be entitled to any extra for payment of the charges by the utility.

SURFACE REPLACEMENT AND SITE WORK

Table of Contents

Section 32

32.01.	SCOPE OF WORK.....	32-1
32.02.	EASEMENTS	32-1
32.03.	PUBLIC RIGHT-OF-WAY.....	32-2
32.04.	UTILITY LOCATES.....	32-3
32.05.	STRUCTURES AND UTILITIES ENCOUNTERED	32-3
32.06.	CLEAN UP	32-4
32.07.	CONSTRUCTION CLEARING.....	32-5
32.08.	MAILBOX RELOCATION	32-5
32.09.	TRAFFIC CONTROL	32-5
32.10.	SIGNAGE	32-6
32.11.	DEMOLITION, SALVAGE, AND ABONDONMENT	32-6
32.12.	SITE IMPROVEMENT and/OR REPLACEMENT	32-7
32.13.	SITE WORK VERTICAL ELEVATION CHANGES.....	32-8
32.14.	STRUCTURAL EXCAVATION AND BACKFILL	32-11
32.15.	SEWER MAIN EXCAVATION	32-12
32.16.	ROCK EXCAVATION	32-13
32.17.	DEWATERING.....	32-15
32.18.	TRENCH PROTECTION.....	32-15
32.19.	SEWER MAIN BACKFILL.....	32-15
32.20.	UNSUITABLE BACKFILL MATERIAL	32-18
32.21.	SURFACE REPLACEMENT.....	32-18
32.22.	LANDSCAPING	32-23
32.23.	EROSION CONTROLS	32-29

SURFACE REPLACEMENT AND SITE WORK

Section 32

32.01. SCOPE OF WORK

The CONTRACTOR's attention is called to the fact that the sewer line construction will involve public Right-of-Way and private easements and that all improvements such as drainage ditches, plantings, culverts, active utilities, signs, outbuildings, field tiles, and any other miscellaneous, privately and/or publicly owned, property shall be restored to a condition equal to or better than their existing state of repair. Should it become necessary that the CONTRACTOR relocate/remove any obstruction encountered throughout construction he should consult with the ENGINEER's Resident Project Representative (RPR) before proceeding.

Surface restoration shall be as specified in Section 32.21 of these Specifications. All surfaces shall be restored to at least the original condition prior to construction. All lawn, pasture, and timber areas that are disturbed shall be final graded, fertilized, and seeded as specified in Section 32.22 of these Specifications. A rubber-tired skid steer or similar utility tractor shall be utilized for both initial and final grading work in residential yard areas to minimize property damage; backhoes, dozers, etc., will not be allowed in yards.

Temporary seeding will be paid as specified in Section 32.23.

The CONTRACTOR shall be responsible for obtaining all material storage locations, any vandalism (graffiti, etc.), damage, or contamination (due to crop spraying or otherwise) that may occur and for cleanup at said sites; all incidental to the Contract Price.

At the completion of all final cleanup operations, the CONTRACTOR shall place an approved valve marker at every valve, and air release valve for ease of identification for the OWNER and system operator. This work shall be incidental to the Contract Price.

32.02. EASEMENTS

It is intended that the sanitary sewer main extension be constructed on private easements and/or within the public right-of-way. The OWNER has secured the necessary easements and these documents are on file with the OWNER. The CONTRACTOR (successful bidder) shall be furnished copies of these documents prior to construction.

Some property owners have restrictive clauses in their easement regarding trees and shrubbery, fences, private utilities, width of easement, forcing construction in road right-of-way, etc. The CONTRACTOR shall comply with these restrictive clauses. It is entirely the CONTRACTOR'S responsibility to be aware of all restrictions and easements, and no increase in the Contract Price shall be allowed for any construction methods, landowner notifications, etc., necessary to comply with the restrictions. The CONTRACTOR shall refer to the individual easements for details regarding the restriction(s). The easements will be available for CONTRACTOR review at the ENGINEER's Office and at the pre-bid meeting.

When it is necessary that the CONTRACTOR proceed across/over property supporting a growing cash crop (example: corn, legumes, soybeans, and wheat), they should so advise the ENGINEER's RPR, whereby the RPR shall note/record and make an assessment of the affected area (crop damage). When the CONTRACTOR follows the above instructions relative to reporting areas of crop damage and adheres to other instructions by the ENGINEER's RPR and also uses good judgment, it is, therefore, the intent that the OWNER shall reimburse the property owner/renter an equitable amount for damage done by the CONTRACTOR to growing cash crops. Should, in the judgment of the ENGINEER and OWNER, it be determined that the CONTRACTOR occupied an area greater than necessary for their particular operation relative to crop damage and other construction efforts, the CONTRACTOR shall be held liable for the cost applicable to the excess area/damage caused by them. The CONTRACTOR shall apply lime and fertilizer to disturbed crop areas in accordance with Section 21 of the Standard Specifications. The same procedure, as for growing cash crops, shall be adhered to by the CONTRACTOR when it comes to ornamental trees, shrubs, flowers, fences, waterways, lawns, gardens, etc., relative to the need to affect, relocate, construct nearby, or transplant such items during the CONTRACTOR's operations. The CONTRACTOR shall be responsible and liable for all damages and claims caused by their operations to shrubs, trees, flowers, lawns, fences, gardens, orchards, nursery stock, etc., unless directed by the ENGINEER with the exceptions of growing cash crops (i.e., legumes, corn, soybeans, wheat). No additional compensation will be allowed for the above beyond the contract unit prices for the specified items of work listed in the Bid Schedule.

Agriculture field terraces shall only be crossed by a method approved by the land owner and will be paid for at the CONTRACTOR'S unit bid price for boring or trenching of the appropriate pipe class and diameter. In the event a terrace is "accidentally" cut, either with a hoe or trencher, the terrace must be reshaped, compacted, and protected from erosion within 72 hours after the terrace is cut. All work associated with a terrace that is "accidentally" cut shall be performed by the CONTRACTOR without any increase in the Contract Price.

32.03. PUBLIC RIGHT-OF-WAY

All crossings required under existing county and state highways will be made by boring a casing for the sewer line.

All crossings under asphalt and Portland cement concrete will be made by boring unless called out on the Drawings or as directed by the ENGINEER and/or OWNER.

The CONTRACTOR shall familiarize themselves with and abide by all requirements as to traffic flow, flagmen, maintenance of trench, advance warning signs, etc., as required in the various county, township, and state permits. The CONTRACTOR shall execute and maintain in force, all bonds as required by MoDOT, county, or township entities.

Should it become necessary to construct the sewer main on private property, the OWNER will obtain any necessary private easements.

32.04. UTILITY LOCATES

It shall be the CONTRACTOR'S responsibility to locate any sewer main or service line installed as part of this project, prior to Substantial Completion. Any costs associated with these utility locates shall be included in the bid.

Before beginning work in an area, the CONTRACTOR shall contact Missouri One-Call System at 800-344-7483 and any other non-One-Call member companies maintaining utilities, pipelines, transmission lines, and any other potential obstacles in the project area and request their assistance in field locating their utilities in that area. The CONTRACTOR, however, shall be solely responsible for the location of utilities. The utilities shown are for informational purposes only and the OWNER and the ENGINEER do not imply that the information is complete.

32.05. STRUCTURES AND UTILITIES ENCOUNTERED

Various underground and surface structures may or may not be shown on the Drawings. The location and dimensions of such structures where given do not purport to be absolutely correct. Some structures are plotted on the Drawings for the information of the CONTRACTOR but information so given is not to be construed as a representation that such structures will be found or encountered as plotted. Other structures may also be encountered which are not shown on the Drawings.

The CONTRACTOR shall maintain in operating condition all utilities encountered in this work. Any damaged existing utilities as a result of this construction shall be repaired to the satisfaction of the owner of the utility at the CONTRACTOR's expense, whether or not said utilities are shown on the Drawings. Existing utilities may be relocated with the approval of the owner of the utility. The relocation shall be at the CONTRACTOR's expense, done according to the requirements of the utility owner and shall be sufficient to clear the proposed improvement.

The CONTRACTOR shall be entirely responsible for all injuries to water pipes, electric conduits, existing drains or sewers, poles carrying currents, telephone or telegraph lines, railroad bridges and tracks, streets, pavements, sidewalks, curbs, fences, culverts, buildings, or other structures of any kind met with during the prosecution of the work, whether on public or private property.

All such structures or utilities which are removed to allow construction or damaged by it shall be restored to a condition at least equivalent to that which existed at the commencement of the work unless additional written arrangements are made satisfactory to the owner of said property. The CONTRACTOR shall care for and maintain all such structures or utilities encountered, and where service by them is interrupted, they shall provide and maintain temporary service until repair is complete and full service is restored. Repair of and restoration of service for essential structures or utilities shall be prompt; in these cases, if repair is unnecessarily delayed or unsatisfactory in the judgment of the ENGINEER, the OWNER or ENGINEER may have the repairs made and may deduct the cost thereof from payments due the CONTRACTOR. All costs associated with structure or utilities encountered, including removal, replacement, repair, temporary service, or complications to

proposed work shall be incidental to the project and shall be performed without any increase in the Contract Price.

Any field drainage tiles, drainage ditches, or storm sewers interfered with by the construction of the improvement shall be rerouted around the improvement in such a way as to maintain the drainage of areas upstream and downstream of the improvements; any such work shall be approved by the ENGINEER and shall be done by the CONTRACTOR without any increase in the Contract Price.

32.06. CLEAN UP

Due to the location of much of the work around private property and within public thoroughfares, the CONTRACTOR's attention is called to the General Conditions of these Specifications. It is imperative that the project sites be promptly maintained in a reasonably clean condition and that it not present any hazard or prolonged inconvenience to individual property owners or the public in general.

During construction the CONTRACTOR shall cleanup as the work proceeds. The premises, easements, and rights-of-way shall be kept free of accumulations of waste materials and earth, rubbish and other debris resulting from the work. The CONTRACTOR shall barricade and prevent access to all open trenches and holes by the end of each working day before leaving the site, especially along road right-of-way areas, livestock grazing areas, driveways and field entrances, and residential yard areas. Open burning of debris will not be permitted unless specifically authorized in writing by the OWNER, and then only following state, municipal or other local codes, ordinances, rules or regulations.

If, in the judgment of the OWNER, the CONTRACTOR fails to keep the sites clean as described hereinabove, the OWNER may halt the construction and/or construction payments until the sites have been cleaned up to the satisfaction of the OWNER. The CONTRACTOR has three (3) working days from notification from the OWNER and/or ENGINEER that the site conditions are unsatisfactory, and the situation needs remedied. If, after this period of time, the cleanup is still not satisfactory, the OWNER has the right to hire an outside agency to complete the cleanup in a timely manner, and these costs shall be withheld per the General Conditions.

Final clean-up, grading, and permanent seeding shall be performed in accordance with the dates specified in Section 32.22.B.

At the completion of the project, the CONTRACTOR will remove all waste materials, rubbish and debris from and about the premises as well as all tools, scaffolding and surplus materials, and will leave the site clean and ready for occupancy by the OWNER. Pipe banding and other construction debris may not be left on top of or buried in the trench. The CONTRACTOR shall be liable for any damage caused to farms, yards, livestock, pets, equipment, etc., due to construction debris left in, on, or around the project. The CONTRACTOR will restore to their original conditions those portions of the site not designated for alteration by the Contract Documents.

Payment for cleanup will be incidental to the unit price of sanitary sewer main installation.

32.07. CONSTRUCTION CLEARING

Existing trees and shrubs within private easement and right-of-way shall be protected from damage, and when such trees or shrubs are in the way of construction, the ENGINEER may recommend the CONTRACTOR prune branches interfering with the work, or remove and dispose of shrubs, or transplant shrubs out of the way of the construction and the Contract Price shall not be increased for the performance of such work. All pruning shall be done using equipment designed for pruning. Excavation equipment shall not be used for pruning. The CONTRACTOR shall be responsible for following the Natural Heritage Review requirements that if any trees are to be removed within the project the CONTRACTOR shall contact the U.S. Fish and Wildlife Service (Ecological Services, 101 Park Deville Drive, Suite A, Columbia, MO 65203-0007; Phone 573-234-2131 x 100) for coordination under the Endangered Species Act. The CONTRACTOR shall be liable for damage to trees and shrubs which were to have been protected as directed by the OWNER, unless such damages are determined by the OWNER to have been unavoidable, and moneys due the CONTRACTOR may be withheld to cover such damages.

All necessary work involved in the clearing of the sewer line routing, either in Public Right-of-Way or in private easements, of stumps, fences (not to be cut unless absolutely necessary and not restricted on the easement), brush, and other miscellaneous and various items of work as needed or as called for on the Drawings, or directed by the ENGINEER, shall be performed by the CONTRACTOR in a satisfactory manner and no additional compensation will be allowed over and above the unit bid price per lineal foot for sewer main installed of the various diameters, materials, and class as specified.

All stumps, fences, brush, and other miscellaneous material removed during clearing shall be properly disposed of off-site unless an agreement can be worked out between the property owner and CONTRACTOR. All arrangements made between the CONTRACTOR and landowner shall be done so in writing, signed by both the CONTRACTOR and the property owner, and a signed copy of the written arrangement shall be given to the ENGINEER. Disposal operations shall be continuous with the clearing work. Trees marked on the Drawings for removal shall be paid at the unit bid price for tree clearing.

32.08. MAILBOX RELOCATION

The CONTRACTOR shall temporarily relocate mailboxes to the opposite side of the roadway as is necessary to accommodate the construction process. As soon as is practical the CONTRACTOR shall relocate the mailbox to its original location. All temporary mailbox locations and permanent mailbox relocations shall be done in accordance with the guidelines of and with the pre-approval of the United States Postal Service. All costs associated with relocating mailboxes, including coordination with the USPS, temporary and final relocation, shall be paid at the unit price for "Mailbox Relocation".

32.09. TRAFFIC CONTROL

When any section of road is closed to traffic, the CONTRACTOR shall provide, erect, and maintain barricades, red flags, signs and lights at each end of the closed section and at all intersecting roads, in accordance with the Manual of Uniform Traffic Control Devices.

If during the progress of the WORK it is necessary to provide access to private property along the road, the CONTRACTOR shall provide, erect, and maintain, within the closed portion of the road, such barricades, signs, flags, and lights as may be necessary to protect the WORK and to safeguard local traffic. Trenches shall be barricaded or fenced to safeguard the public.

The cost of furnishing and maintaining barricades, warning signs, red flags, and lights as required herein shall be incidental to the Contract Price and no extra compensation will be allowed.

32.10. SIGNAGE

All traffic/street signs in conflict with construction methods shall be salvaged and re-erected. They shall be stored indoors at the contractor's shop or at a location provided by the OWNER. The signs shall then be re-erected to meet MoDOT standards. All signs shall be re-erected to the original height and at the same location as found before construction began. Any signs damaged by the CONTRACTOR while being temporarily stored or while handling, removing, or reinstalling shall be replaced by the CONTRACTOR at no additional cost.

32.11. DEMOLITION, SALVAGE, AND ABANDONMENT

This work shall consist of the removal and satisfactory disposal of existing structures or portions thereof, as shown on the Drawings and specified herein. Removal operations, whether complete or partial, shall be conducted with the least interference to the sewer system, and shall not be started until permitted by the ENGINEER.

Materials that are to be salvaged shall be carefully inventoried, removed, and stockpiled on the site where designated by the OWNER. If the CONTRACTOR damages or destroys such material, they shall restore or replace it without additional compensation.

Piping, valves, and other miscellaneous items may be reused if specifically and individually approved by the ENGINEER. Items for reuse shall be cleaned, painted and reconditioned as required by the ENGINEER.

Materials that are not to be salvaged and stockpiled shall become the property of the CONTRACTOR, and they shall remove and dispose of the materials away from the site. The salvage value of the material shall be considered in determining the Contract Price.

Except as otherwise specified, existing structures to be demolished shall be removed to at least 2 foot below the proposed elevation shown for the subgrade or ground surface, and all portions below this elevation that interfere with construction, as determined by the ENGINEER, shall be removed.

When structures are to be partially removed, the CONTRACTOR shall be responsible for any damage done to the portions that are to remain. Old concrete or masonry shall be carefully removed by drilling, chipping, or other methods approved by the ENGINEER, leaving a surface that will permit a neat joint with new construction, or otherwise be satisfactory for the purpose intended. Expansion structures shall be as shown on the Drawings. Where existing bars are to extend from the remaining portions of the existing structures into new construction, the concrete shall be removed, leaving the projecting bars clean and undamaged. Where projecting bars are not to extend into the new construction, they shall be cut off flush.

All broken concrete free of metal reinforcement from demolition may be disposed of as riprap where called for on the Drawings.

All existing pipe that will no longer be used shall have the ends securely grouted and sealed with a lean concrete slurry for a distance of at least 10 feet from the ends of the pipe; or the pipe ends shall be properly capped.

32.12. SITE IMPROVEMENT AND/OR REPLACEMENT

A. CULVERTS

The CONTRACTOR shall furnish and install pipe culverts as shown on the Drawings, in accordance with the Missouri Standard Specifications for Highway Construction. All pipe culverts shall be corrugated steel culvert pipe of the gage required in the Missouri Standard Specifications for Highway Construction.

Metal end sections shall be furnished and installed where required in accordance with the Missouri Standard Specifications for Highway Construction or as required by the owner of the culvert.

Any existing pipe culverts damaged by the CONTRACTOR shall be repaired or replaced in accordance with the Missouri Standard Specifications for Highway Construction and no additional compensation will be allowed.

B. RIPRAP

Riprap shall consist of clean stone or clean broken concrete. It shall be free of shale, shaley stone, and other imperfections. The majority of the riprap shall be sized between one and one-half (1-1/2) inches to six (6) inches. The largest stones shall not exceed six (6) to eight (8) inches.

Riprap shall be placed uniformly and, unless otherwise shown on the Drawings, all void spaces shall be filled with smaller stones. Riprap shall, at a minimum, be placed where shown on the Drawings and as directed by the ENGINEER. Riprap shall be installed as shown on the Drawings, except that when not shown on the Drawings, width and length dimensions shall be as required for field conditions and installation methods.

Riprap shall be paid per square yard unit price for "Riprap Removal and Replacement".

C. SOIL STABILIZATION FABRIC

The CONTRACTOR shall furnish and install on the earth subgrade where shown on the Drawings or 2' beyond trench where existing area has fabric, a nylon-polypropylene non-woven fabric to stabilize the ground surface. The fabric shall be Mirafi 500X as manufactured by Celanese Fibers Marketing Company, New York, N.Y.; Typar, Style 3401 by DuPont Company Explosives Products, Wilmington, Delaware, or equal.

Prior to placing the fabric, the subgrade shall be cleared of sharp objects which might damage the fabric. The fabric shall be unrolled directly on top of the earth subgrade. If overlapping is required to cover the area, the overlap shall be at least three (3) feet. Should the fabric be damaged during any step of installation, the torn or punctured section shall be covered by another piece of fabric cut large enough to cover the damaged area and meet the three (3) foot overlap requirement. At curves, intersections or other areas where fabric is overlapped, care shall be taken to spread the base course aggregate in the same direction as the fabric overlap. Metal tracked machinery shall not come in direct contact with the fabric.

Payment for Soil Stabilization Fabric shall be incidental to the Contract Price.

D. DRIVEWAY

Intentionally Blank

E. FENCE

The CONTRACTOR shall carefully remove and replace any fences that interfere with the sewer main installation. The fence shall be replaced to a condition equal to or better than before construction commenced. If the land owner chooses not to have the CONTRACTOR replace a section of removed fence, the CONTRACTOR shall get the landowners requests in writing with their signature and give a copy to the ENGINEER.

32.13. SITE WORK VERTICAL ELEVATION CHANGES

A. SITE EXCAVATION

1. GENERAL

Excavation shall be done to the lines and slopes shown on the Drawings. Unstable or unsuitable materials shall be removed and replaced with approved material if, in the opinion of the ENGINEER, it would be a detriment to the excavation. The CONTRACTOR will be allowed a negotiated compensation for removal and replacement of unsuitable existing earth materials below natural topsoil. The quantity for this work shall be as determined by the ENGINEER; in determining the pay quantity for this work, natural topsoil shall be considered as 12 inches thick and no additional compensation will be allowed for removal of topsoil. Unstable or unsuitable material shall be disposed of by the CONTRACTOR.

2. TOPSOIL EXCAVATION

The CONTRACTOR shall remove topsoil and soil with a high organic content from the area of immediate construction and shall stockpile it on the site for use in finish grading in accordance with Section 32.13.E.

3. BORROW EXCAVATION

Any soil in addition to that excavated at the site required to complete fill area shall be furnished by the CONTRACTOR at their expense. Borrow excavation shall not be placed in fills until the material is approved by the ENGINEER. See Section 32.13.B. Earth Fill.

4. WASTE

Any excess excavated material shall be removed from the site by the CONTRACTOR, or if permitted by the ENGINEER, wasted on the site. Areas of wasted soil shall be compacted in accordance with Section 32.13.B.4 and finish graded in accordance with Section 32.13.E.

B. EARTH FILL

1. GENERAL

This work shall consist of the construction of fills by the placement and compaction of specified or suitable materials above the natural ground or other surface. Unless otherwise specified in the plans, all fill shall be compacted.

2. SUBGRADE PREPARATION

The area upon which a fill is to be placed shall be prepared by removing all topsoil containing roots, vegetation and other deleterious materials. The surfaces of each portion of the foundation, immediately prior to placing the earth fill, shall have all water removed from depressions and shall be properly moistened and sufficiently clean to obtain a suitable bond with the earth fill. When directed by the ENGINEER, the subgrade shall be benched where fill is to be placed on a slope.

No material shall be placed in any section of the earth fill until the foundation for that section has been dewatered and suitably compacted and has been approved by the ENGINEER. When the existing earth foundation materials are determined by the ENGINEER to be suitable, the area shall subsequently be disked or otherwise scarified to a depth of at least six (6) inches and recompacted in accordance with Section 32.13.B.4 so as to assure compaction, bonding with successive lifts, and insure against a potential plane of seepage. If the existing earth foundation materials are determined by the ENGINEER to be unsuitable, the CONTRACTOR shall remove these materials and replace them with approved material as directed by the ENGINEER. The CONTRACTOR will be allowed compensation for such "Removal and Replacement of Existing Unsuitable Soils" in accordance with Section 32.13.A.1. Excessive moisture content shall not in itself form the basis for classifying a material as "unsuitable"; suitability shall be judged on the physical and chemical makeup of the material, i.e., any material which contains excessive moisture but would otherwise be suitable shall not be eligible for additional compensation.

3. EARTH FILL MATERIALS

The material for fill construction shall consist of soil which is free of roots, vegetation, frozen material, material with high organic content, and other deleterious materials. Materials determined by the ENGINEER to be unsuitable for earth fill shall be disposed of in accordance with Section 32.13.A.4. The ENGINEER shall determine which materials are suitable for earth fill and shall have the authority to designate where in the fill certain earth materials shall be placed even to the extent of locating the placement of individual loads.

4. PLACING EARTH FILLS

To achieve uniform compaction, fill material should be deposited in horizontal lifts extending the entire width and length of the fill, as far as practical, having a thickness compatible with the equipment utilized. It is presumed the lift thickness shall not exceed 8" in loose condition unless demonstrated by the CONTRACTOR to the satisfaction of the ENGINEER that the stated compaction can be uniformly achieved with a greater thickness. Lifts shall be disked to thoroughly mix and blend the different soils or to obtain a uniform moisture content.

The moisture content of the soil, when placed, shall be within $\pm 3\%$ of the optimum moisture content of the material, except as otherwise approved by the ENGINEER, and shall be compacted to a density no less than 90% of the maximum dry density at optimum moisture content as determined by Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Standard Effort, ASTM D698. The density of the compacted fill shall be determined by the independent testing agency at regular intervals. "Regular intervals" is a variable and shall be as determined by the ENGINEER for each specific fill site, depending upon the site and method of the fill operation and the degree of difficulty expected in obtaining compaction. The services, testing, and reports of the independent testing agency shall be furnished by the CONTRACTOR to the ENGINEER incidental to the cost of the Contract.

If the natural water content of the fill material does not fall within the range previously described, the CONTRACTOR shall mix, dry or moisten as necessary to achieve the specified moisture content.

The CONTRACTOR shall maintain the fill in an approved manner until the final completion and acceptance of all the work under the Contract.

C. EARTH FILL EQUIPMENT

During all earth fill operation, the CONTRACTOR shall have at the site the following pieces of equipment:

- a. Disk Harrow of the tandem type.
- b. Sheep's Foot Roller having a minimum weight of 4,000 lbs per foot of roller length when fully loaded.
- c. Hand Tamper of either the pneumatic or mechanical variety. All earth fill equipment shall meet the approval of the ENGINEER.

D. HAND COMPACTION

Fill inaccessible to compaction equipment adjacent to pipes or structures shall be compacted by hand. The soil shall meet the requirements under Section 32.13.B.3 and shall have a moisture content, when thoroughly mixed, corresponding to that specified under Section 32.13.B.4.

The soil shall be deposited in lifts not to exceed four (4) inches loose measure and thoroughly compacted over the entire lift area with a pneumatic or mechanical tamping hammer. Special precautions shall be taken to achieve the compaction required without damage to the pipe or structure. Tamping equipment shall be subject to approval by the ENGINEER.

E. FINISH GRADING

The CONTRACTOR shall grade all areas to the finish grade elevation shown on the Drawings, or as directed by the ENGINEER. If the existing surface has become hardened or crusted, it shall be disked or raked so it will blend with the topsoil.

The CONTRACTOR shall place a six (6) inch layer of topsoil on all areas to be seeded. The top three (3) inches of topsoil shall be worked to break it up into particles no larger than two (2) inches. The surface shall then be alternately raked and rolled until the soil is friable and the grades are smooth and continuous.

32.14. STRUCTURAL EXCAVATION AND BACKFILL

A. STRUCTURAL EXCAVATION

All footings shall be founded on firm undisturbed soil, and a six (6) inch minimum thickness of structural granular backfill shall be placed under all concrete bottom slabs of structures. Excavations shall be carried deep enough to permit the minimum thickness of granular material to be placed or until firm undisturbed soils are encountered, whichever requires greatest depth. For requirements for select granular backfill, see Section 10.03.

In no case shall any footings be founded above those elevations shown on the Drawings. If soft or unsuitable soil is encountered at elevations where footings are to be founded, the ENGINEER may direct the CONTRACTOR to remove the unstable materials and bring the excavation to grade with fill concrete or structural granular backfill (see Section 10). Additional compensation will be made to the CONTRACTOR for such removal and replacement work as described in Section 32.13.A.1.

Excavations carried below depths shown on the Drawings shall be brought to grade by the CONTRACTOR with fill concrete or structural granular backfill. No additional compensation will be allowed for excavations carried below depth shown on the Drawings unless such excavations are ENGINEER approved "Removal and Replacement of Existing Unsuitable Soils" which will be compensated for in accordance with Section 32.13.A.1.

The excavation will be large enough to allow for installation and removal of forms. Side forms will not be required for footings or edges of base slabs below grade, provided the soil is stable and square corners and straight and plumb sides are maintained until

concrete is placed and approval of the ENGINEER is obtained. All other excavation shall allow for placement and removal of forms and inspection.

Special care shall be taken not to disturb the bottom of excavations where the soil is to provide bearing for slabs, footing, etc. If the presence of subsurface water or other conditions, which may decrease the bearing strength of the foundation material, prevail then soil adequate to protect the foundation material shall not be excavated until just before reinforcing steel and concrete are to be placed. The bottom of all excavations shall be inspected and approved by the ENGINEER before the placement of any granular material, reinforcing steel, or concrete.

B. STRUCTURAL BACKFILL

No backfilling shall begin without the approval of the ENGINEER. Unless otherwise shown on the Drawings or specified herein, backfill shall be structural granular backfill except for structures on or in earthen dikes, then backfill shall be Class A compacted, select excavated earthen materials.

All form work, rubbish, bracing, and sheeting shall be removed from the excavation before any backfill is placed. The placement of backfill around structures or walls shall be done simultaneously on opposite sides in even lifts. No backfill shall be placed behind any wall until the entire main structure of which that wall is a part is complete and until all concrete in the main structure has reached its specified 28-day strength, unless approved otherwise in writing by the ENGINEER. Small flow channels and other such appurtenances will not be considered as being part of the main structure. Sloping sides of the excavation which would be liable to cause wedging action shall be stepped or serrated. Under no circumstances shall backfill be placed in water.

Around all structures where adjacent finished grade is to be exposed to the weather, backfill shall be carried to two (2) feet six (6) inches below finished grade. A two (2) foot layer of clayey soil approved by the ENGINEER shall be placed over the full area of the excavated space outside the structure, compacted, and pitched to drain water away from the structure. The area shall then be finish graded in accordance with Section 212 of the Missouri Standard Specifications for Highway Construction, unless amended herein.

Special care shall be taken in backfill adjacent to waterproofing or foundation walls to avoid damage to the waterproofing. Pipes and drains entering and leaving the structure shall be protected from settlement.

32.15. SEWER MAIN EXCAVATION

A. GRAVITY SEWER MAIN

Where a firm foundation is not encountered at the grade established, due to soft, spongy or other unsuitable soil, all such unsuitable soil under the pipe and for the width of the trench shall be removed and replaced per the recommendation of a third-party soil consultant.

The OWNER shall be responsible to set line and grade reference stakes at each manhole. The CONTRACTOR shall be responsible for checking and following said reference

stakes. It will be the CONTRACTOR's responsibility to coordinate the staking activities with the OWNER. The CONTRACTOR shall provide a minimum of one week (seven (7) days) notice to the ENGINEER prior to the start of construction to allow the ENGINEER to begin coordination of the sewer main staking operations. Once the staking has been completed, it shall be the CONTRACTOR's responsibility to protect the stakes and the information contained at each station. If the CONTRACTOR requests that any part of the staking operation be redone for any reason, the restaking efforts will be performed at the CONTRACTOR's expense per Article 15 of the General Conditions.

The CONTRACTOR shall use a laser as a guide for construction. The CONTRACTOR shall check their grade as construction progresses to assure that their work is on line and grade. Any discrepancies from the Drawings shall be corrected by the CONTRACTOR. The CONTRACTOR shall record the measurements of actual sewer main invert elevations at manholes and between manholes at the end of every 4th pipe, providing the record information to the RPR daily.

The CONTRACTOR shall dig out around the bell of the sewer main to allow the entire length of the pipe to lay on a firm foundation.

B. FORCE MAIN

The trench shall be excavated so that the sewer main will have a minimum of 42 inches of cover, unless a road or easement permit requires a greater depth. The profile shall be generally followed to minimize the number of air release valves. The depth of utility lines is approximate. The CONTRACTOR shall adjust the force main depth as necessary to limit the number of air release valves to the number shown on the plans. Depth of cover shall be taken every 100 feet, providing the record information to the RPR daily. Record shall include X, Y, and Z information accurate enough to locate the main with a probe.

32.16. ROCK EXCAVATION

Rock excavation includes removal and disposal of rock material encountered that cannot be removed by conventional methods. Rock material includes boulders ½ Cu. Yd. or more in volume, and rock in beds, ledges, unstratified masses, and conglomerate deposits. When excavation of the rock material requires systematic use of pneumatic or hydraulic tools or a rock trencher, rock excavation shall be allowed under guidelines of this section of these specifications and paid for at the rate specified in the Bid Schedule. Shale, boulders (less than ½ Cu.Yd. in size), sandstone, gravel, and similar rocky material that can be removed by conventional methods **WILL NOT** be considered as rock excavation nor allowed for payment.

Blasting will not be allowed for this project.

For sewer main excavations for PVC pipe up to 12 inches in diameter, rock shall be excavated to a width of at least 18 inches more than the inside diameter for PVC pipe, for the entire depth of the excavation. Rock excavation for pipe will be at least six (6) inches below the bottom of the pipe and at least three (3) inches below the bottom of the bell of a joint. For

sewer main excavations for PVC pipe 14 inches in diameter and greater, rock shall be excavated to a width of at least 24 inches more than the inside diameter for PVC pipe, for the entire depth of the excavation. Rock excavation for pipe will be at least nine (9) inches below the bottom of the pipe and at least six (6) inches below the bottom of the bell of a joint. Before the pipe is laid, the base of the excavation shall be replaced with a cushion of SELECT GRANULAR BACKFILL. All irregularities of the rock are to be filled with SELECT GRANULAR BACKFILL as well. In addition, "soft" rock (i.e., rock not allowed for payment as rock excavation, but that can be removed by conventional methods) shall be properly bedded with a cushion of SELECT GRANULAR BACKFILL, to avoid rough edges or other irregularities from damaging the sewer pipe.

The CONTRACTOR, on encountering rock via the trenching/open cut method, shall sufficiently uncover various spot locations to assure the overall extent of rock in that particular location. The CONTRACTOR, on encountering rock via the directional boring method, shall sufficiently prove the overall extent of rock in that particular location by either accurate records of the pressure at the bore head or uncovering spot locations as directed by the ENGINEER/OWNER. In either case they shall immediately notify the ENGINEER/OWNER, who either (1) will approve rock excavation in that area as necessary, or (2) will provide the CONTRACTOR with an alternate sewer line routing which could produce a location that eliminates the necessity of all/part of the rock excavation.

The CONTRACTOR must understand that if it is the ENGINEER'S/OWNER'S decision to relocate the sewer main to avoid the encountered rock, a reasonable time lapse to obtain alternate routing would be necessary. All direct costs involved in re-routing of the sewer line to a different location to avoid rock excavation will be borne by the OWNER.

It shall be the CONTRACTOR's responsibility to dispose of all excavated rock off site, to clean up debris, and to provide earthen or granular backfill to replace that rock material removed. This work is included in the unit price for Rock Excavation. The CONTRACTOR has five (5) working days from original excavation to remove the rock off site. If after this period of time the rock is not removed from the site, the OWNER has the right to hire an outside agency to remove the rock in a timely manner and these costs shall be withheld from the final Cleanup/Seeding retainage funds.

Rock excavation by the trenching/open cut method shall be paid for at the contract unit price per cubic yard determined by measuring the average length, width, and depth of the area of rock removal. However, the OWNER will pay for no more than 30 inches plus the I.D. of the sewer main for trench width, whether in rock or in a combination of rock and earth. In addition, only Rock Excavation as defined above will be included in the measurement for a particular vertical and/or horizontal profile (i.e., soil or soil/rock material overlaying, intermixed with, or underlying solid rock will not be included), even if a rock trencher is utilized for the area of removal in question.

Rock Excavation by the directional boring method shall be paid for at the contract unit price per cubic yard determined by measuring/estimating the average volume (diameter of rock cutter & estimated length of rock) of the rock removal. However, the OWNER will pay for no more than 1.3 times the diameter of the pipe. In addition, only Rock Excavation as

defined above will be included in the measurement for a particular vertical and/or horizontal profile (i.e., soil or soil/rock material overlaying, intermixed with, or underlaying solid rock will not be included), even if a rock cutter is utilized for the area of removal in question. Once the quantity for rock excavation for a particular area has been measured in the field and submitted by the CONTRACTOR and approved for payment by the OWNER, the CONTRACTOR waives any and all rights to request a change in the quantity in the future.

32.17. DEWATERING

The CONTRACTOR shall, at all times, during construction, provide and maintain ample means and devices with which to promptly remove and properly dispose of all water entering the excavation in a manner that will keep the excavation dry and foundation bearing areas undisturbed until the pipe/structure is complete and all backfill has been placed. No extra compensation for dewatering or drainage necessary to meet this specification will be allowed.

Sumps, if used, shall be located outside of load bearing areas and at such distance that the bearing surfaces will not be damaged. Water containing silt in suspension shall not be pumped into any sewer lines or discharged to state waters.

If well pointing or the installation of temporary drains are required to complete the work, they shall be provided by the CONTRACTOR.

32.18. TRENCH PROTECTION

Trench protection shall be in accordance with all applicable Federal, State and local regulations, laws and rules, but shall not be less than the standards and regulations established by OSHA. Where construction is in close proximity to existing utilities and structures, proper excavation support systems shall be used to prevent any damage caused by excavation.

The CONTRACTOR shall furnish, install and remove all shoring, bracing, sheet piling, shielding, or other required work necessary to retain banks of excavation, prevent cave-in of adjacent ground, and support and prevent displacement of adjacent structures of piping. All trench protection shall be maintained in good condition and removed when no longer required. The CONTRACTOR shall make good any injury or damage resulting from failure of the shoring system or from not observing these requirements.

The CONTRACTOR is responsible for obtaining and the cost of a Missouri Licensed Professional Engineer to design trench protection per any Railroad, State, Local, or per OSHA requirements. The price shall be included in the Contract Price.

32.19. SEWER MAIN BACKFILL

A. GENERAL

1. RIGID PIPE (DUCTILE IRON)

All Rigid Pipe shall be installed per ASTM A746-09 summarized in below.

2. FLEXIBLE PIPE (HDPE, PVC, PE)

All Flexible Pipe shall be installed per ASTM D2321 summarized in below.

B. TERMINOLOGY

1. FOUNDATION

As needed or required due to soft or unstable soils. The depth and backfill material shall be designed by a third-party soil consultant and concurrence of the ENGINEER is required.

2. BEDDING

The depth shall be as shown on the plans. The material shall be based on backfill method used described below for rigid or flexible pipe.

3. HAUNCH ZONE (HAUNCHING)

This zone begins at the bottom of the pipe to the springline of the pipe. The material shall be based on backfill method used described below for rigid or flexible pipe.

4. PIPE ZONE (INITIAL BACKFILL)

This zone goes from the springline of the pipe to a height above the pipe as shown on the plans. The material shall be based on backfill method used described below for rigid or flexible pipe.

5. TRENCH ZONE (FINAL BACKFILL)

This zone begins at the top of the Pipe Zone and extends to the Surface Zone as shown on the plans. The material shall be based on type of existing surface and Section 32.20 below.

6. SURFACE ZONE

This zone begins at the top of the Trench Zone to finished grade. The depth as shown on the plans. The material shall be based on type of existing surface and Section 32.20 below.

7. SUITABLE INITIAL BACKFILL MATERIAL

Finely divided material free of debris; organic material; frozen material; and stones and clods larger than 3” in any dimension.

8. NOTE 1

Sufficient crushed stone or Select Granular Backfill shall be placed so that the bedding extends to a horizontal plane at the selected top of that layer of material.

C. BACKFILL FOR RIGID PIPE

1. FOUNDATION

See 32.19.B.1

2. BEDDING AND HAUNCH ZONE

Shall be Select Granular Backfill and Note 1. with a thickness below the pipe a minimum of 4 inches or diameter divided by 8, or as shown on the plans, whichever is greater.

3. PIPE ZONE

Select Granular Backfill and per Section 32.19.B.8.

D. BACKFILL FOR FLEXIBLE PIPE

1. FOUNDATION

See 32.19.B.1

2. BEDDING AND HAUNCH ZONE

Shall be Select Granular Backfill and Note 1. with a thickness below the pipe a minimum of 4 inches or diameter divided by 8, or as shown on the plans, whichever is greater.

3. PIPE ZONE

The material shall be Select Granular Backfill and per Section 32.19.B.8.

E. TRENCH ZONE ALL BACKFILL CLASSES FLEXIBLE AND RIGID PIPE

a. Improved Surface – Select Granular Backfill.

b. Unimproved Surface within two feet of improved surface - Select Granular Backfill.

c. Unimproved Surface - Excavated material free of rocks or stones larger than 3” in any dimension, debris, frozen material, and organic material.

F. SURFACE ZONE ALL BACKFILL CLASSES FLEXIBLE AND RIGID PIPE

a. Improved Surface – Select Granular Backfill and/or surface replacement per Section 21 herein.

b. Unimproved Surface within two feet of improved surface – Existing top soil free of rocks or stones larger than 3” in any dimension, debris, frozen material, and organic material.

c. Unimproved Surface – Existing top soil free of rocks or stones larger than 3” in any dimension, debris, frozen material, and organic material.

G. PAYMENT

1. FOUNDATION

Rock Material will be paid per cubic yard as measured in the field per the Bid Item “Sewer Main Foundation”.

2. BEDDING, HAUNCH ZONE, AND PIPE ZONE

Incidental to the Contract Price including disposal of any excavated material.

3. TRENCH ZONE

- a. Improved Surface – This backfill will be paid per cubic yard per contract unit price “Select Granular Backfill” as measured in the field, with maximum width per details in the Drawings and depth for Trench and Surface Zones and including disposal of any excavated material.
 - b. Unimproved Surface within two feet of improved surface – This backfill will be paid per cubic yard per contract unit price “Select Granular Backfill” as measured in the field, with maximum width per details in the Drawings and depth for Trench and Surface Zones and including disposal of any excavated material.
 - c. Unimproved Surface - Incidental to the Contract Price including disposal of any excavated material.
4. SURFACE ZONE
- a. Improved Surface – Surfaces paid per Section 32.21 and including disposal of any excavated material.
 - b. Unimproved Surface - Incidental to the Contract Price including disposal of any excavated material.

32.20. UNSUITABLE BACKFILL MATERIAL

Where there is a deficiency of suitable backfill material due to a rejection of part or all of the excavated material as unsatisfactory for backfill purposes, the CONTRACTOR shall furnish satisfactory backfill material wasted from trench excavation in other locations or from other sources furnished by the CONTRACTOR.

The CONTRACTOR shall be responsible for disposal (hauling away) of any/all unsuitable backfill material that may not be utilized on the job site. The CONTRACTOR has five (5) working days from original excavation to remove the unsuitable backfill material off site. If after this period of time the unsuitable backfill material is not removed from the site, the OWNER has the right to hire an outside agency to remove the unsuitable backfill material in a timely manner and these costs shall be withheld per Article 15.01.E of the General Conditions of these Specifications.

32.21. SURFACE REPLACEMENT

A. GENERAL

Restoration of surfaces shall include the removal of the existing surface, the disposal of surplus material, and the construction of new surfaces as indicated on the plans or specifications. The type of surface restoration required shall be shown on the plans.

The maximum trench width shall be as follows:

Five (5) feet deep and less, without protection -twelve (12) inches on each side of pipe

Five (5) feet deep and less, with protection -twenty-four (24) inches on each side of pipe

Greater than five (5) feet deep— twenty-four (24) inches on each side of pipe

B. UNIMPROVED SURFACE

1. GENERAL

Where sewer mains are crossing open areas where early settlement is not critical, backfill shall be made by any acceptable method which will not dislodge or damage the pipe or cause bridging action in the trench. Excavated material or material from other sources furnished by the CONTRACTOR. Excess material shall be neatly rounded over the top of the trench as directed by the ENGINEER to allow for settlement of the trench. In final cleanup operations, the CONTRACTOR shall reshape the surface to level out any uneven settlement that has occurred.

2. PAYMENT

Payment backfill is incidental to the Contract Price.

C. REMOVAL OF PAVEMENT, SIDEWALK, DRIVEWAY, AND CURB

1. GENERAL

Wherever the pipe is located along or across an improved surface, the width of the trench shall be held as nearly as possible to the maximum width specified above in section 32.21.A. Where brick or concrete pavement, sidewalk, driveway or curbing is cut, the width of the cut shall exceed the actual width of the top of the trench by twelve (12) inches on each side or a total of two (2) feet. Exposed surfaces of Portland cement, oil and chip surface, asphalt, or asphaltic concrete shall be cut with a pavement saw before breaking. Care shall be taken in cutting to insure a straight joint is sawed.

2. PAYMENT

Work under this section is incidental to the Contract Price.

D. TRENCH INSTALLED UNDER ROCK DRIVEWAY, ROAD, AND PARKING LOT

1. GENERAL

Wherever pipes are constructed under rock roadways, driveways, sidewalks, parking lots, or other rock surfaces, the Surface Zone shall be filled with Compacted Granular Backfill. The top of the trench surface shall be smooth and meet the grade of the adjacent undisturbed surface. The CONTRACTOR is required to inspect and add Compacted Granular Backfill, as required, every Friday and after all rains. The temporary surface shall be maintained at the CONTRACTOR'S expense until the end of the warranty period.

2. PAYMENT

Cost of furnishing, placing and maintaining and removing the rock surface as described will be paid for at the CONTRACT unit price per cubic yard for "Select Granular Backfill".

E. REPLACEMENT OF PERMANENT TYPE PAVEMENT, SIDEWALKS, CURBS, GUTTERS, AND STRUCTURES

1. GENERAL

The CONTRACTOR shall restore (unless otherwise specified or ordered by the ENGINEER) all permanent type pavements, sidewalks, driveways, curbs, gutters, shrubbery, fences, poles and other property and surface structures removed or disturbed during or as a result of construction operations to a condition which is equal in appearance and quality to the condition that existed before the WORK began. The surface of all improvements shall be constructed of the same material and match in appearance the surface of the improvement which was removed.

2. P.C. CONCRETE PAVEMENT SURFACE

Where the existing pavement surface is Portland Cement Concrete, The pavement replacement shall consist of ten (10) inch unreinforced P.C. concrete pavement unless otherwise indicated on the plans. The ENGINEER can choose to match existing concrete thickness and reinforcement and require the new surface to be “doweled” to existing concrete pavement. Portland Cement concrete shall conform to the applicable provisions of these specification and shall have a compressive strength of thirty-five hundred (3,500) pounds per square inch at twenty-eight (28) days. Construction methods for Portland Cement Concrete pavement shall conform to the current requirements of the "Standard Specifications for Highway Construction" of the MoDOT for Portland Cement Concrete pavement. Pavement joints in the replacement surface shall conform to and match the joints in the adjacent pavement area.

3. HOT MIX ASPHALT PAVEMENT SURFACE – RIGID BASE

Where the existing pavement surface is hot mix asphalt and the base consists of a rigid material such as brick, Portland Cement Concrete, soil cement, natural cement or a combination of these materials, the base replacement shall consist of eight (8) inch (200 mm) Portland Cement concrete base course unless otherwise indicated on the plans. Portland Cement concrete shall conform to applicable provisions of these specifications and shall have a compressive strength of thirty-five hundred (3,500) pounds per square inch at twenty-eight (28) days. Construction methods for Portland Cement Concrete base course shall conform to the current requirements of the "Standard Specifications for Highway Construction" of the MoDOT for Portland Cement Concrete base course. The surface replacement shall consist of a bituminous prime coat and two (2) layers one and one half (1-1/2) minimum thicknesses totaling a three (3) inch minimum thickness hot mix asphalt surface course conforming to the MoDOT current "Standard Specifications for Highway Construction" for Hot Mix Asphalt Surface Course. The CONTRACTOR shall submit a mix design to the ENGINEER for approval. The mix design shall have been used and approved on a MoDOT project. The ENGINEER can choose to match existing concrete thickness and reinforcement and require the new surface to be “doweled” to existing concrete pavement and minimum (2) layers of Hot Mix Asphalt meeting existing thickness.

This work shall be completed within two weeks of disturbance if HMA is available, otherwise see 32.21.D, unless OWNER agrees in writing with CONTRACTOR to wait till end of the project.

4. HOT MIX OR BITUMINOUS TREATED SURFACE OVER A FLEXIBLE BASE.

Where the existing pavement is hot mix asphalt or bituminous surface treatment and the base consists of a flexible material such as gravel or crushed stone, the base replacement shall consist of a minimum of eight (8) inch compacted thickness of material unless otherwise indicated on the plans and shall conform to either one of the following course aggregate materials as described in the MoDOT "Standard Specifications for Highway Construction."

- a. Type 1
- b. Type 5
- c. Type 7

Placing and compacting of the base course material shall conform to the methods described in the above-referenced specifications for aggregate base course. The surface replacement shall consist of a bituminous prime coat and a two (2) layer hot mix asphalt surface plant mix totaling three (3) inches in thickness conforming to the MoDOT "Standard Specifications for Highway Construction".

This work shall be completed within two weeks of disturbance if HMA is available, otherwise see 32.21.D, unless OWNER agrees in writing with CONTRACTOR to wait till end of the project.

5. MEASUREMENT

Measurement for payment purposes will be computed by using the actual length, width, (maximum width as specified in the plan details) and 6-inches of depth of the trench for which rock surface is placed.

6. BRICK PAVEMENT SURFACE

Unless otherwise specified, when the existing pavement includes a brick surface, replacement shall consist of ten (10) inches Portland Cement Concrete pavement as previously described. When actual brick pavement is specified, it shall consist of the following:

An eight (8) inch Portland Cement Concrete base reinforced unless otherwise indicated on the plans. Portland Cement Concrete shall conform to applicable provisions of these specifications and shall have a compressive strength of thirty-five hundred (3,500) pounds per square inch in twenty-eight (28) days. Construction methods for Portland Cement Concrete base shall conform to the current requirements of the MoDOT's "Standard Specifications for Highway Construction" for Portland Cement Concrete base course.

A three-fourth (3/4) inch sand cushion.

Brick wearing surface. Sound brick which is removed shall be cleaned and reused. When additional bricks are required they shall conform as is reasonably possible, to

the color, size and quality of existing brick. Jointing material for brick wearing surface shall be the same as used in the adjacent existing brick surface. The finished surface shall be smooth, well designed, and meet the grade of adjacent existing surfaces.

7. CONCRETE SIDEWALKS, DRIVEWAYS, CURB, CURB AND GUTTER, AND STEPS

Where necessary or shown on the plans, to remove and replace concrete sidewalk, driveways, curb and curb and gutter, replacements shall be made as follows:

Concrete sidewalks, driveways, curbs and curb and gutter shall be replaced with concrete meeting the applicable provisions of these specifications and having a compressive strength of not less than thirty-five hundred (3,500) pounds per square inch at twenty-eight (28) days. Minimum thickness shall be the greater of existing surface or four (4) inches for sidewalks and six (6) inches for driveways unless otherwise indicated on the Plans. Walks on slopes 10:1 or steeper shall be constructed with steps conforming to the slope. The steps shall have a six (6) inch riser and a twelve (12) inch minimum tread. Public sidewalks shall be replaced with sidewalks and ramps in full compliance with all ADA regulations. CONTRACTOR is responsible for any redesign needs to ensure the replacement sidewalk/s is/are in full compliance with all current ADA requirements including transition to existing sidewalk. This work shall be included in the contract bid price for "Sidewalk Removal and Replacement". No additional compensation will be allowed. Sidewalks shall be finished to match existing adjacent sidewalk surfaces, unless otherwise specified or directed by the ENGINEER.

Curb or curb and gutter dimensions and cross-sections shall conform, as nearly as possible, with the existing installations. One-half (1/2) inch preformed expansion joints shall be placed at intervals not exceeding fifty (50) feet and at the junctions with existing work or as shown on the plans. This work shall be included in the contract bid price for "Curb and Gutter Removal and Replacement".

Concrete mix, reinforcement, base, contraction joints, and curing shall conform to the current requirements of the MoDOT's "Standard Specifications for Highway Construction" for Portland Cement Concrete base course.

8. BRICK SIDEWALKS AND DRIVEWAYS

Brick sidewalks or driveways shall be replaced with brick, using salvaged materials that're in good condition. Where shown on the plans, or directed by the ENGINEER, brick sidewalks or driveways shall be replaced with concrete in accordance with Section 32.21.F.6, in which case payment shall be made at the unit prices bid for concrete sidewalk or driveway replacement.

9. MEASUREMENT

Removal and replacement of permanent pavements, driveways, and sidewalks will be measured for payment in square yards.

Removal and replacement of curb, or curb and gutter, crossing a pipe will be measured for payment in feet. The length will be measured along the flow line of the

curb, or curb and gutter, and will be limited to the distance specified in Section 32.21.A.

Except as otherwise shown on the plans or directed by the ENGINEER, payment quantities for sidewalk; driveways; pavement; curb; and curb and gutter shall be measured based off the actual or maximum trench width plus 1-foot each side, whichever is less. Where the items are at a greater distance from the trench, any damage shall be replaced at the CONTRACTOR'S expense. Where sidewalk parallel to a proposed pipe line is to be removed and replaced, the ENGINEER will determine the extent of such removal and replacement. The CONTRACTOR may elect to construct the conduit in a tunnel with the approval of the ENGINEER. In such an event, he/she shall be compensated by payment of the amounts of driveways, sidewalks, or curbs and gutters which would have been measured for payment had open cut methods been employed.

32.22. LANDSCAPING

A. GENERAL

The CONTRACTOR shall be responsible for the repair of any damage to structures or equipment resulting from landscaping operations, and shall remove excess soil and other debris from the site before final acceptance of the project.

The CONTRACTOR is responsible for keeping all plants in good growing condition until final acceptance of the project, including watering as necessary for seed germination and continued plant growth. Non-potable water may be used.

Plants that die before final acceptance must be replaced. The cost of replacement plants shall be borne by the CONTRACTOR except for replacement for loss from vandalism or physical damage by animals, fire, etc., or losses due to "Acts of God".

B. PERMANENT SEEDING EXCLUDING SOD

The work shall consist of furnishing all labor, equipment, and materials for seeding a permanent grass mixture on all road ditches, structure sites, permanent pasture, and all Crop Reduction Plan acreage within the work area limits which are disturbed during completion of work. The surfaces of earthen embankments shall also be seeded when necessary. All areas trenched/disturbed between May 1 and December 31 shall be cleaned up, final graded, and permanent seeded by May 21 of the following year. All areas trenched/disturbed between January 1 and April 30 shall be cleaned up, final graded, and permanent seeded by September 30 of the same year. Failure to meet these guidelines will result in Liquidated Damages being assessed against the CONTRACTOR, at the established daily rate.

Fertilizer

The CONTRACTOR can choose to either:

- a. Take a minimum of one soil sample for every 1000 lineal feet of sanitary sewer main installed to be tested by the Soil and Water Conservation to determine the amount of fertilizer actually needed at the CONTRACTOR's expense.
- b. Add fertilizer in the amounts listed in the following paragraphs.

Immediately prior to seeding preparation, fertilizer shall be placed over the areas to be seeded. The fertilizer shall be a complete commercial fertilizer of organic base containing, in available form by weight, 6% Nitrogen, 12% Phosphorous, and 12% Potash. It shall be free flowing and suitable for application with approved equipment, delivered to the site in bags or other convenient containers, each fully labeled with the following:

- c. Name and address of manufacturer.
- d. Name brand or trademark.
- e. Number of net pounds of ready mixed materials in the package.
- f. Chemical composition of analysis.
- g. Producer's guarantee of composition.

Fertilizer shall be evenly distributed with an approved mechanical spreader at a rate of 500 pounds per acre.

If a heavy or long rain (as judged by the ENGINEER) should fall on the plant site after fertilizer has been applied but before the seedbed has been prepared, the CONTRACTOR shall re-fertilize those areas affected, at no additional compensation.

2. SEEDBED PREPARATION

All gullies, rills, and washes shall be filled to conform to the desired shape and the entire area to be seeded shall be reasonably smooth before actual seedbed preparation is begun. Stones larger than four (4) inches in diameter, sticks, stumps, and other debris will be removed. At this point, the required fertilizer shall be applied uniformly. Immediately after application of the fertilizer, the area to be seeded shall be finely pulverized to a minimum depth of three (3) inches, either by spading and raking or by plowing, discing, harrowing, or other methods approved by the ENGINEER. The CONTRACTOR shall suspend operations when the soil is too wet, too dry, frozen or otherwise untillable. Seeded areas shall not be compacted through their use for such purposes as access roads or parking areas after seedbed preparation is completed. If rain should pack the seedbed prior to seeding, it shall be prepared again at no additional compensation.

3. SEED

Seeding shall be done immediately after seedbed preparation. The seed shall be applied at a uniform rate over the entire area. Grass seed shall be fresh, clean, and new crop seed composed of the following varieties mixed in the proportion by weight as shown, and testing the minimum percentages of purity and germination indicated. All seed used shall be labeled in accordance with U.S. Department of Agriculture

Rules and Regulations under the Federal Act in effect at the time of the installation of the work involved under seeding operations. All seed shall be furnished in sealed standard containers. Seed may be mixed by dealer or by an approved method on the site. Weed seed shall not exceed .35% by weight of the total amount supplied. If seed is mixed on the site, dealer's guaranteed analysis for each variety must be furnished. Individual varieties must be delivered in separate unopened original containers should the CONTRACTOR desire to mix the seed on the site.

The mixture of grass seed used for seeding areas flatter than 3:1 slopes shall consist of the following proportions by weight per acre:

<u>Name</u>	<u>Lbs Per Acre</u>	<u>Percent Purity</u>	<u>Percent Germination</u>
Turf Type Fescue	75	98	85
Perennial Ryegrass	20	98	90

Areas with slopes 3:1 or steeper shall have an additional seeding of the following kind and quantity of seed:

<u>Name</u>	<u>Lbs per acre</u>	<u>Percent Purity</u>	<u>Percent Germination</u>
Perennial Ryegrass	30	98	90

The mixture of grass seed used for seeding the inside area of the earthen water retaining structures shall consist of the following proportions by weight per acre:

<u>Name</u>	<u>Lbs per acre</u>	<u>Percent Purity</u>	<u>Percent Germination</u>
Reed Canary Grass	15	98	90
Tall Fescue	15	98	90

4. SEEDING MATERIALS

No seed shall be sown during high winds or when the ground is not in proper condition for seeding (as judged by the ENGINEER). The ENGINEER shall examine and approve any equipment to be used. Prior to starting work, seeders shall be calibrated and adjusted to sow seeds at the proper seeding rate. The ENGINEER shall be notified 48 hours prior to beginning the seeding operations so the trial seeding runs can be made to insure the proper seeder calibration.

Within 12 hours after seeding, the area shall be rolled at right angles to the runoff with an approved type roller or cultipacker to compact the seedbed and place the seed in contact with the soil.

5. MULCHING

Immediately after rolling of the seedbed, mulch shall be applied to all the earthen embankments, road ditches, drainage swales and any slopes of 3:1 or steeper. Mulching will not be required on the remaining areas of the site. Mulch shall be straw of wheat, rye, oats, or other approved stalks and shall be air dried. Hay will not be permitted. Mulch shall be hand or machine applied in loose enough layers to permit air to circulate but compact enough to reduce erosion. If baled mulch is used, care

shall be taken that the material is in a loosened condition and contains no lumps or knots of compacted material.

6. WATERING

Immediately after the seeding operation is complete, the CONTRACTOR shall maintain a daily sprinkling schedule of several hours until such time as the seed commences to grow. Sprinklers approved by the ENGINEER will be used. Dosing with open ended or nozzled hoses will not be permitted.

7. RESEEDING AND MAINTENANCE

Seeding operations shall be repeated until a satisfactory uniform stand of grass is secured. Damage resulting from erosion, gulleys, washouts, or other causes shall be repaired by filling with topsoil, tamping, refertilizing and reseeded by the CONTRACTOR at no additional compensation. The CONTRACTOR shall mow and maintain all seeded areas until final acceptance of the project.

8. CROP REDUCTION PLAN (CRP) SEEDING

The CONTRACTOR shall contact the local NRCS office and receive approval of grass seed and fertilizer mixtures prior to placing any seed or fertilizer on any CRP land.

C. TURFGRASS SOD

The work shall consist of furnishing all labor, equipment, and materials for sodding a permanent grass mixture on all yards within the work area limits which are disturbed during completion of work. Sodding for the sewer main and service line installation shall be completed within 60 days of last service connection for each extension. Failure to meet these guidelines will result in Liquidated Damages being assessed against the CONTRACTOR, at the established daily rate.

1. FERTILIZER

The CONTRACTOR can choose to either:

- a. Take a minimum of one soil sample for every 1000 lineal feet of sanitary sewer main installed to be tested by the Soil and Water Conservation to determine the amount of fertilizer actually needed at the CONTRACTOR's expense.
- b. Add fertilizer in the amounts listed in the following paragraphs.

Immediately prior to seeding preparation, fertilizer shall be placed over the areas to be seeded. The fertilizer shall be a complete commercial fertilizer of organic base containing, in available form by weight, 6% Nitrogen, 12% Phosphorous, and 12% Potash. It shall be free flowing and suitable for application with approved equipment, delivered to the site in bags or other convenient containers, each fully labeled with the following:

- c. Name and address of manufacturer.
- d. Name brand or trademark.
- e. Number of net pounds of ready mixed materials in the package.

- f. Chemical composition of analysis.
- g. Producer's guarantee of composition.

Fertilizer shall be evenly distributed with an approved mechanical spreader at a rate of 500 pounds per acre.

If a heavy or long rain (as judged by the ENGINEER) should fall on the plant site after fertilizer has been applied but before the seedbed has been prepared, the CONTRACTOR shall re-fertilize those areas affected, at no additional compensation.

2. SODBED PREPARATION

Add good quality topsoil (if needed) to achieve total topsoil depth of 4-6 inches, after firming. To the extent possible, practical, affordable, and available, incorporate humus (fully decomposed organic matter) into the topsoil. Many local companies offer nutrient-rich compost/topsoil blends.

Test the soil pH with a chemical soil test to determine if any pH correcting materials are required. Acidic soils (pH of 6 and below) can be improved with the addition of pelletized lime. Alkaline soils (pH of 7.5 and higher) can be improved with the addition of sulfur or gypsum.

Finish grade the entire site, maintaining the rough grading contours and slopes, with a tractor-mounted box blade or pulverizer for large areas or a heavy-duty rake for smaller areas. Final grade should be approximately 3/4 below driveways, sidewalks, etc.

Apply "starter fertilizer" that is high in phosphate ("P" or the middle number on a bag of fertilizer), at the recommended rate. Ideally, rake the fertilizer into the top 1-2 inches. Organic fertilizers make a good choice for this application.

If your soil is loose and fluffy, you may roll the area with a lawn roller one-third full of water to firm and settle the surface. Low spots revealed by this step should be filled to match the surrounding grade surface. If time permits, allow the area to settle further with rainfall or by applying irrigation.

All gullies, rills, and washes shall be filled to conform to the desired shape and the entire area to be sodded shall be reasonably smooth and shaped to drain water away to avoid ponding before actual seedbed preparation has begun. Stones larger than four (4) inches in diameter, sticks, stumps, and other debris will be removed. At this point, the required fertilizer shall be applied uniformly. Immediately after application of the fertilizer, the area to be sodded shall be finely pulverized to a minimum depth of four (4) inches, either by tilling, by plowing, discing, harrowing, or other methods approved by the ENGINEER. The CONTRACTOR shall suspend operations when the soil is too wet, too dry, frozen or otherwise untillable. Seeded areas shall not be compacted through their use for such purposes as access roads or parking areas after seedbed preparation is completed. If rain should pack the seedbed prior to sodding, it shall be prepared again at no additional compensation.

The edge or transition between sod and existing grass shall be a straight edge cut with edger or sod cutter to a depth of 1/4 - 1/2 inch and all existing grass, and debris removed

or tilled into the existing soil. The CONTRACTOR shall not lay sod over existing grass.

3. SOD

Sodding shall be done immediately after seedbed preparation. The sod shall be applied in straight lines with offset joints over the entire area.

The landowner may request a different species of grass for their property. The CONTRACTOR shall provide the other species at no additional increase in contract price.

4. SODDING

Install sod immediately upon delivery. Begin watering lawn within 30 minutes of installation. Turf is a living plant that requires ground contact and moisture to survive! In hot weather, begin watering while you are installing. Do not wait until the entire lawn is installed before turning on the water. Begin installing turf along the longest straight line, such as a driveway or sidewalk. Butt and push edges and ends against each other tightly, without stretching. Avoid gaps or overlaps. Stagger the joints in each row in a brick-like fashion, using a sharp knife to trim corners, etc. Avoid leaving small strips at outer edges as they are more susceptible to drying. On slopes, place the turf pieces lengthwise across the slope. To avoid causing indentations or air pockets, avoid walking or kneeling on the turf while it is being installed or immediately after watering. After installing the turf, roll the entire area to improve turf-to-soil contact and remove air pockets.

5. WATERING

Give the new lawn at least 1 inch of water within 1/2 hour of installation. Water daily, or more often, keeping turf moist until it is firmly rooted (about 2 weeks). Then less frequent, deeper waterings should begin. Weather conditions will dictate the amount and frequency of watering. Be certain that the new lawn has enough moisture to survive hot, dry, or windy periods. Water areas near buildings more often where reflected heat dries the turf. The CONTRACTOR shall maintain a daily sprinkling schedule of several hours until such time as the sod grass commences to grow. Sprinklers approved by the ENGINEER will be used. Dosing with open ended or nozzled hoses will not be permitted. The CONTRACTOR with a written signoff and signature from homeowner can have the landowner do the watering.

6. RESODDING AND MAINTENANCE

Sodding operations shall be repeated until a satisfactory uniform stand of grass is secured. Damage resulting from erosion, gulleys, washouts, or other causes shall be repaired by filling with topsoil, tamping, refertilizing and reseeding by the CONTRACTOR at no additional compensation. The CONTRACTOR shall mow and maintain all seeded areas until final acceptance of the project.

D. PLANTING

1. GENERAL

Planting shall be as specified in the Missouri Standard Specifications for Highway Construction except as amended herein. In case of conflict with the Standard Specifications for Highway Construction, the more stringent specification will be followed.

Ball rooted plants are designated BR, and balled and bur-lapped plants B&B. When plants of the kinds or sizes specified are not available within a reasonable distance, substitutions may be made upon request by the CONTRACTOR, if approved by the OWNER or the ENGINEER. Plants larger than specified in the plant list may be used if approved by the ENGINEER, but the contract unit price may not be increased. If larger plants are approved, the spread of roots or ball of earth shall be increased in proportion to the size of the plant.

2. FERTILIZING

Fertilizing shall conform to the Standard Specifications for Highway Construction, and shall contain six (6) percent Nitrogen, twelve (12) percent Phosphorous, and twelve (12) percent Potash by weight.

3. PLANTING MATERIALS

Materials used for planting trees shall be as follows:

- a. Bracing - materials used for staking, bracing, or guying shall conform to the Standard Specifications except as amended herein. Buying and staking trees shall be done as directed by the ENGINEER.
- b. Hose - Hose, if used, shall be two-ply fiber-bearing garden hose, not less than one-half (½) inch inside diameter.
- c. Wrapping Material - Wrapping material shall be first quality, heavy waterproof crepe paper manufactured for tree wrapping.
- d. Mulch - Mulch shall be wood chips or ground bark.

4. PRUNING

Each tree and shrub shall be pruned in accordance with AAN Standards of the Standard Specifications for Highway Construction.

5. MAINTENANCE

Plant care shall be in accordance with the Standard Specifications for Highway Construction and as specified herein. The CONTRACTOR shall be responsible for maintenance of each plant immediately after planting until final acceptance of the project.

32.23. EROSION CONTROLS

The CONTRACTOR shall install all erosion controls shown on the Drawings and as called for in the NPDES Permit and SWPPP. The CONTRACTOR shall exercise all precautions and take whatever measures necessary to prevent soil erosion. Earthwork operations shall be planned so that the exposure of bare soil is minimized, both as to extent and duration. The

CONTRACTOR will be responsible for installing and maintaining the erosion control measures as specified Drawings and as necessitated by field conditions and construction methods. Erosion control measures shall generally adhere to this specification section with payment for each item described below. Maintenance of the erosion control measures, as required, will be incidental to the total contract price.

If, in the opinion of the OWNER or ENGINEER, any soil erosion is occurring due to construction methods or other factors that are controllable by the CONTRACTOR, the CONTRACTOR shall immediately remedy the problem under the ENGINEER'S direction. Remedial measures may include, but not be limited to the following: concrete truck washout, installation of pre-manufactured ditch checks, installation of drainage ditch checks, silt retention fences, construction of temporary sediment ponds, reseeding, intermediate mulching, regrading, and removal of earth stockpiles. In such instances, all remedial measures required to prevent soil erosion and the associated maintenance of such measures shall be incidental to the total Contract Price. Any and all fees, additional inspection costs, and fines received by the OWNER regarding NPDES noncompliance for this project will be passed to the CONTRACTOR and is incidental to the Contract Price.

A. TRENCH STABILIZATION

When slopes exhibit erosion, and as directed by the ENGINEER or OWNER or as shown on the Drawings, and described in the SWPPP, erosion checks shall be installed at necessary intervals to prevent ditch washout.

Erosion control shall be of the following types and payment will be as indicated:

1. RIPRAP BERM

Intentionally Blank

2. DIRT BERMS (A SHALLOW DAM OF DIRT 18" H X 24" W X 15' L)

Intentionally Blank

3. MULCH, STRAW, OR SOME OTHER MATERIAL APPROVED BY THE ENGINEER

Shall be spread on disturbed surface to provide protection for uncompacted earth, and shall be incidental to Temporary Seeding and Mulch and Permanent Seeding.

4. PRE-MANUFACTURED DITCH CHECKS

GeoRidge shall be installed perpendicular to the trench or ditch as per the manufacturers recommendations, including the toed in erosion control blanket (erosion control blanket used here shall be incidental to the bid price for ditch checks); straw wattles can be used in lieu of the pre-manufactured check dams (see Straw Wattles below). A sufficient number of check dams or wattles shall be supplied to serve as a sediment control for the entire width of the trench or ditch. Payment for ditch checks shall be included in the CONTRACTOR'S lump sum bid price for "Erosion Control."

5. SILT FENCE

Intentionally Blank

6. STRAW WATTLES

Straw wattles (rolled erosion control products) shall be trenched in and staked per manufacturers recommendations. Where straw wattles are used as ditch checks they shall be spaced so the low point of the wattles is equal to the toe of the upstream wattle. The wattle shall extend up the side slope a minimum of 6" above the low point of the wattle. Payment for straw wattles shall be included in the CONTRACTOR'S lump sum bid price for "Erosion Control."

7. URETHANE FOAM GEOTEXTILES (TRIANGULAR SILT DIKE)

Where indicated on the plans a Triangular Silt Dike shall be installed (toed in and stapled) per manufactures recommendations. Where indicated on the plans or as needed a triangular silt dike shall be placed adjacent to the terminus of the disturbed portion of a ditch. This type of placement is intended to act as a sediment basin. The silt dike shall extend to the top of the side slopes or 6" above the lowest point of the dike. Payment for triangular silt dikes shall be included in the CONTRACTOR'S lump sum bid price for "Erosion Control."

8. TEMPORARY SEEDING

Temporary seeding of the trench lines may be used to control erosion provided the temporary seeding activity corresponds with effective seeding/germination time periods. Where temporary seeding is shown on the Drawings for ditch crossings, either with other erosion control measures or as a standalone measure, the CONTRACTOR shall bid a price for EACH site. The CONTRACTOR shall visit each site as necessary to determine the amount of material and labor required. The CONTRACTOR'S bid price for each site shall hold true if additional sites are added during construction. Where temporary seeding is required due to slopes in pastures and timbers, the temporary seeding shall be paid for at the CONTRACTOR'S unit bid price per lineal foot. Temporary seeding that is paid per lineal foot must be approved by the ENGINEER.

9. INLET PROTECTION

Culverts and storm sewer inlets must have sediment control in place before disturbing land surfaces UPSTREAM. Inlet protection shall be either straw wattles or silt fence style as appropriate for sediment control for the specific field condition. All necessary inlet protections shall be included in the CONTRACTOR'S lump sum bid price for "Erosion Control."

B. SLOPE STABILIZATION

Where slope stabilization cannot be maintained due to steepness of the grade and/or physical limitations encountered (flowing water at ditch crossing), erosion controls shall be installed as directed by the ENGINEER and/or as shown on the Drawings and described in the SWPPP:

1. RIPRAP

Shall be six (6) inches in depth (sized and placed as described in Section 32.05 B.), covering the entire slope. Where riprap is required, the riprap shall be paid for at the

CONTRACTOR'S unit bid price per cubic yard. Riprap that is paid per cubic yard must be approved by the ENGINEER and/or RPR.

2. EROSION CONTROL BLANKET

Shall be constructed of 70% agricultural straw, 30% coconut fiber, encased between two natural fiber, biodegradable nets installed per the manufacturer's recommendation. This blanket is to be used where riprap is not an option. Erosion blanket is to be North American Green SC 150 BN, or equal. Placement of erosion blanket will be paid at the CONTRACTOR's unit bid price per lineal foot of along sewer main or lateral (gravity or force), except when used with Geo Ridge ditch check. The erosion control blanket shall be incidental to the Geo Ridge ditch check

3. STRAW WATTLES

Straw Wattles shall be installed per manufacturers recommendation for trenching and staking in place. The wattles shall follow contours and be properly spaced. Where wattles are placed to contain sediment from runoff from slopes, hills, berms, or spoil piles, place the wattles along the contour of the slope, the base of the slope, or as shown on the Drawings and as necessary to prevent loss of sediment. Payment for straw wattles shall be included in the CONTRACTOR'S lump sum bid price for "Erosion Control."

4. TEMPORARY SEEDING

Temporary seeding of the trench lines may be used to control erosion provided the temporary seeding activity corresponds with effective seeding/germination time periods. Where temporary seeding is required due to slopes in pastures and timbers, the temporary seeding shall be paid for at the CONTRACTOR'S unit bid price per lineal foot along the sewer main and lateral (gravity or force). Temporary seeding that is paid per lineal foot must be approved by the ENGINEER.

C. PERIMETER PROTECTION

Where required by the site and/or construction practices, and as shown on the Drawings and described in the SWPPP, perimeter protection measures shall be implemented to prevent the migration of sediment off site.

1. SILT FENCE

Shall be installed per the NRCS specifications and shall be placed along slopes or the perimeter of the property as necessary to prevent loss of sediment. Silt fence shall be incidental to the contract.

2. STRAW WATTLES

Straw wattles (rolled erosion control products) shall be trenched in and staked per manufacturers recommendations. Payment for straw wattles shall be included in the CONTRACTOR'S lump sum bid price for "Erosion Control."

3. TEMPORARY SEDIMENT BASINS

Where indicated on the plans a triangular silt dike shall be installed (toed in and stapled) per manufactures recommendations. Where indicated on the plans or as needed a triangular silt dike shall be placed adjacent to the terminus of the disturbed

portion of a ditch. This type of placement is intended to act as a sediment basin. The silt dike shall extend to the top of the side slopes or 6" above the lowest point of the dike. Silt dikes used as a "sediment basin" shall be paid at the CONTRACTOR's unit bid price for "Erosion Control."

Additional erosion control practices may be used with prior approval from the ENGINEER and OWNER. Payment for additional erosion control practices will be negotiated as necessary.

INSTALLATION OF SEWER MAIN AND APPURTENANCES

Table of Contents

Section 42

42.01.	SCOPE OF WORK.....	42-1
42.02.	CONSTRUCTION METHODS	42-1
42.04.	UTILITIES ENCOUNTERED	42-3
42.05.	TESTING OF SEWER MAIN AND EQUIPMENT	42-4
42.06.	DRAINAGE DITCH / CREEK CROSSINGS	42-7
42.07.	SEWERS NEAR WATER MAINS AND WATER SERVICE LINES	42-7
42.08.	THRUST BLOCKS	42-9
42.09.	CONNECTION TO EXISTING LIFT STATION OR MANHOLE	42-9
42.10.	SERVICE LATERALS AND RISERS	42-9
42.11.	SEPTIC TANK DECOMMISSIONING	42-10
42.12.	DRAIN TILE REPAIR	42-11
42.13.	OPEN-CUT PVC OR STEEL CASING.....	42-11

INSTALLATION OF SEWER MAIN AND APPURTENANCES

Section 42

42.01. SCOPE OF WORK

The work to be performed under this section shall include all materials, labor, equipment, and all other facilities necessary for the installation of the sewer mains by the trench method and for the installation of appurtenances as shown on the Drawings and/or herein specified.

Backfilling operations at fittings, valves, and connections to manholes or other structures shall not occur until all materials and work have been viewed by the OWNER, ENGINEER, or the Resident Project Representative.

No wood shall be allowed in the trench to shim or block out the sewer main, control the bend of a pipe, or discarded in the trench.

42.02. CONSTRUCTION METHODS

Construction methods recommended in the current edition of the Standard Specifications for Water and Sewer Main Construction, as far as applicable, shall be followed. In case of conflict with the Standard Water and Sewer Specifications, the more stringent specification will be followed. Installation methods shall also conform to the manufacturer's recommendations for the type of pipe being installed, unless specified differently in this Section. All construction and installation shall also comply with the most recent version of the Missouri State Plumbing Code.

For material specifications to the material type of sewer main, fittings, and appurtenances to be utilized, refer to Section 52 "Sewer Main, Fittings, and Appurtenances" of these Specifications.

For installation criteria regarding the boring or boring and jacking of sewer mains and service lines, refer to Section 55 of these Specifications.

42.03. PIPE LAYING

A. General

HDPE and/or PVC Water Quality pipe installed for use as force main shall be clearly labeled/marked as sanitary sewer force main, either by color or label installed every 4 feet on the force main.

Pipe laying, jointing, and testing for sewer pipe shall be as specified in Section 2.3.8 of the MDNR Wastewater GSD except as herein supplemented or modified:

In addition to the requirements called for in Section 2.3.8 of the MDNR Wastewater GSD, the following shall apply:

The locations of the sewers, conduits, and structures, as shown on the Drawings, have been selected to provide the least possible interference with, or the crossing of, existing utilities. The OWNER reserves the right to make minor variations in the location of these items during construction, to make any change or differing conditions discovered during construction, and no additional payment will be allowed the CONTRACTOR for such shifts in alignment.

Only competent persons at laying sewer main pipe shall be employed on this phase of the work, and complete suitable equipment necessary for the execution of same is required. Any incompetency observed by the OWNER must be removed at their request, and where improper equipment or lack of same appears to be impairing the quality or speed of the work, such adjustments in same shall be made to the OWNER's satisfaction.

The pipe, structures, fittings, and valves shall be placed in the trench with care. Under no circumstances shall pipe or other materials be dropped or dumped into the trench. The pipe shall not be dragged in a manner which would cause scratching on the surface of the pipe and will be considered cause for rejection. Pipe shall be installed in accordance with the manufacturer's recommendations, and with the Standard Water and Sewer Specs.

Polyethylene encasement shall be used to wrap the ductile iron pipe prior to installation. See Section 52.03.C. for specifications on the polyethylene encasement.

B. Bypass Pumping

The CONTRACTOR shall be responsible for design, installation, and maintenance of bypass pumping during sanitary sewer construction operations if required. Design, maintenance plan, and equipment shall be submitted for review and approval of ENGINEER.

C. Pipe Cleaning During Laying Operation

The pipe shall be kept clean during and after laying. At the termination of pipe laying, the open end of the pipeline shall be closed off by a suitable cover until laying operations are resumed. All dirt, debris and moisture shall be removed from the surfaces to be jointed.

If dirt or dust has been introduced into the length of pipe, a thorough cleaning of the pipe shall be done just before the joint of pipe is installed. At this time, a visual check shall be made by placing the pipe in an inclined position to assure that all foreign matter and dirt is removed from the inside of the pipe.

D. Inspection of Material During Construction

Any materials not meeting the specifications, or obviously faulty material, shall be rejected by the ENGINEER and removed from the job site by the CONTRACTOR. When ordered by the ENGINEER, joints may be cut from the pipeline for inspection. All ductile iron installation, **whether pipe or fittings**, shall be reviewed by the RPR before the trench is backfilled. Failure to allow for this observation shall result in the exposing of the pipe for review and shall be incidental to the contract costs.

E. Fluid Tight Joints

Make sure the gasket is not twisted or turned to prevent proper sealing in the groove. Apply the lubricant to the gasket surface and to the spigot end of the pipe. The joint is made by

one quick easy motion making sure the guide mark has reached the end of the fitting. For RJ pipe, the CONTRACTOR should then insert the nylon spline through the spline hole in the assembled joint which engages with the spline groove in the pipe end.

F. Breaks in Pipe or Joints

All breaks in pipe and/or joints shall be repaired to the satisfaction of the ENGINEER and at the expense of the CONTRACTOR. The defective pipe or fittings shall be removed and replaced. Repair clamps will **not** be permitted on forced main.

G. Cutting Pipe

Cutting of RJ pipe shall **not** be allowed; only the installation of full length joints shall be allowed.

H. Bed and Cover

The CONTRACTOR shall follow Section 32 of these Specifications.

I. Measurement and Payment

Payment for all work described in this section shall be included in the CONTRACTOR's bid price for the respective sizes of lines, pressure class, depth, and material type, as shown in the Bid Schedule. Measurement in lineal feet shall be made along the centerline of the trench through all valves and fittings, starting and ending at the face of structures.

J. Service Connections

All service connections shall be made by means of tees, tapped couplings, service clamps and other fittings approved by the ENGINEER. The use of solvent weld plastic saddles will not be permitted.

42.04. UTILITIES ENCOUNTERED

All utilities, including wiring, light standards, signal lights, sewers, private water lines, buried telephone cable, underground gas lines, etc., affecting the construction of the proposed improvement shall be adjusted at the CONTRACTOR's expense. It shall be the CONTRACTOR's responsibility to determine the exact location of all utilities. All adjustments shall be done as specified by the owner of the utility.

If the CONTRACTOR damages any utility not requiring adjustment, they shall replace or repair it as required by the owner and no additional compensation will be allowed. No attempt has been made on the Drawings to show all utilities or their exact locations. (See Section 15.02 of these specifications.)

The OWNER reserves the right to make minor variations in the location of these items during construction, to make any change or differing conditions discovered during construction, and no additional payment will be allowed to the CONTRACTOR for such shifts in alignment.

42.05. TESTING OF SEWER MAIN AND EQUIPMENT

A. Gravity Main

All sewers not passing any of the following referenced tests shall be considered unsatisfactory and shall be repaired by the CONTRACTOR at no additional compensation.

All tests and testing equipment, including a pressure gauge with maximum graduations of 0.5 psi and approved by the Resident Project Representative (RPR), shall be provided by the CONTRACTOR at no cost to the OWNER.

When pressure tests are to be conducted, the CONTRACTOR shall have the full test pressure applied to the sewer main segment and verify that the sewer main segment is holding pressure, prior to notifying the RPR to observe the formal pressure test for the duration required. Pressure test observation requests after 3:30 P.M. will be performed the next working day.

Payment for "Sewer Line Testing" will be paid for at the CONTRACTOR's unit bid price per lineal foot of gravity main as measured in the field. Payment will not be made for any segment until passing all required testing.

RPR shall be present for all testing.

1. Air/Leakage Test

In reference to Section 2.3.9 of the MDNR Wastewater GSD, "Joint Infiltration" wastewater sewers shall be tested for leakage using the pressure air testing method. Air testing shall be incidental to the total Contract Price.

2. Infiltration Test

If approved by the ENGINEER, the infiltration test may be used if the water table is 18 inches or higher above the crown of the pipe and the exfiltration by water test may be used if the water table is less than 18 inches above the crown of the pipe.

3. Video Taping

In addition to the leakage test **all** sewers shall be subjected to Video Taping. The ENGINEER can request the lines to be videotaped at any time during construction. All lines will be televised by the end of the project. Each section of sanitary sewer line shall be cleaned of dirt and debris. All dirt and Debris shall be captured and removed at the next downstream manhole. The CONTRACTOR shall add water to the pipeline prior to the video inspection to help identify deficiencies. The recording shall be made using a color camera, self propelled or other, having sufficient light to show detail of problem areas and joints. The camera shall have a swivel head to look up each service connection. Camera speed shall not exceed three (3) feet per second. If problem areas or concerns are seen by the camera operator, then the camera shall be backed up, and an extended look at the area will be recorded. All recordings will have location (i.e. manhole # to manhole #), time, date, and footage displayed. A minimum of two (2) copies of the tapes and two (2) copies of the written inspection reports shall be furnished to the ENGINEER and OWNER. The Video Taping will be paid for on a unit price per installed footage basis.

4. Lamping Test

Lamping tests may be required by the ENGINEER/OWNER at any time during construction an/or testing of the sanitary sewers. All sewers not passing the lamping tests shall be considered unsatisfactory and shall be repaired by the CONTRACTOR at no additional compensation.

5. Mandrel/Deflection Test

Deflection testing shall be conducted in accordance with Section 2.3 of the MDNR Wastewater GSD.

B. Pressure Pipe

Pipe laying, jointing, and testing for pressure pipe shall be as specified in Section 2.3.8 of the MDNR Wastewater GSD, except as herein supplemented or modified. Where laying and jointing methods for an allowable type of pipe are not covered by the Standard Water and Sewer Specs, the pipe shall be installed in accordance with the manufacturer's recommendations and applicable standards of the AWWA, ASTM, ASA or ANSI.

Payment for "Force Main Testing" will be paid for at the CONTRACTOR's unit bid price per lineal foot of force main as measured in the field. Payment will not be made for any segment until segment has passed all required testing.

1. Preliminary Pressure Testing: At the ENGINEER's option during the general construction period the following pressure testing procedure shall be followed:

After the PVC pipe is assembled trench side or in the trench, a test of not less than fifty percent (50%) above the system's anticipated working pressure shall be applied with either air or water. After two consecutive tests have been performed without any failure, the CONTRACTOR at their option and with the ENGINEER's approval may discontinue testing until the system is completed. A hydrostatic test shall then be run as outlined in 42.05.B.2, below.

If there is a change of laying conditions, technique or personnel after the testing has been discontinued, the CONTRACTOR should, and at the ENGINEER's request will, test additional sections to provide assurance that this change is satisfactory.

2. Pressure Testing: Hydrostatic and pressure testing shall conform with Section 3.4.1 of the MDNR Wastewater GSD; the basic provisions of AWWA C600 and C605 shall apply. The leakage allowance of the pressure test described therein shall not be allowed and the following allowance and application shall be followed: Pressure 50 percent in excess of working pressure, as measured at the point of lowest elevation, shall be applied for not less than one (1) hour, and all pipe, fittings, valves, and joints shall be carefully examined for defects. Leaking joints shall be remade and then retested.

Prior to performance of the test all air shall be expelled from the pipeline to the satisfaction of the ENGINEER. If required, taps shall be made at high points where air relief valves are not called for on the Drawings. Such taps shall be plugged after testing is complete.

C. Manholes

New and existing manholes shall be tested before the ring and cover and grade adjustment rings are installed, and before backfill and compaction is complete. Conduct test in conformance with ASTM C1244. Payment for vacuum testing manhole shall be paid for as part of the CONTRACTOR's unit bid price for "Connect to Existing Manhole."

1. Preparation for tests:

- a. All pipes entering the manhole shall be temporarily plugged beyond the boot seals, taking care to securely brace the pipes and plugs to prevent them from being drawn into the manholes.
- b. The test head shall be placed at the top of the manhole in accordance with the manufacturer's recommendation.

2. Test Procedure:

- a. A vacuum of 10-inches mercury shall be drawn in the manhole, the valve on the vacuum line of the test head closed, and the vacuum pump shut off.
- b. The manhole shall pass if the time for the vacuum reading to drop from 10-inches mercury to 9-inches mercury meets or exceeds the values indicated in the following table:

	Diameter		
	4 ft	5 ft	6 ft
Depth (feet)*	Time (Seconds)		
8	20	26	33
10	25	33	41
12	30	39	49
14	35	46	57
16	40	52	67
18	45	59	73
20	50	65	81
22	55	72	89
24	59	78	97
26	64	85	105
28	69	91	113
30	74	98	121

* Round actual depth of manhole to next depth up (i.e., 11 ft deep manhole, use depth of 10 feet)

If the manhole fails any test, the CONTRACTOR, at no additional costs, shall make all necessary repairs by an approved method and the manhole shall be retested until a satisfactory test is obtained. Written test results shall be provided to ENGINEER/OWNER.

42.06. DRAINAGE DITCH / CREEK CROSSINGS

Where sewer mains cross drainage ditches or creeks, the main shall be installed within the easement under the drainage ditch bed or creek bed avoiding obstructions such as culverts, concrete wingwalls, paved ditches, etc.

Where restrained-joint (RJ) PVC pipe for drainage ditch or creek crossings is NOT specified, the CONTRACTOR shall excavate across all drainage ditches or creeks called for in the plans to a sufficient depth to still maintain a minimum of 48 inches of cover between the top of the pipe and the bed of the drainage ditch or streambed of the creek. The PVC pipe shall then be laid in the trench and weighted down with sufficient numbers of sandbags filled with sand to keep the pipe from springing (or floating) upward. The trench shall then be backfilled per these specifications. This method of drainage ditch or creek crossing work shall be incidental to the Contract Price.

Where restrained-joint (RJ) PVC pipe for drainage ditch or creek crossings IS specified on the Drawings, the CONTRACTOR shall install the pipe according to Section 52 of these specifications. A minimum of 60 lineal feet of RJ PVC pipe with expansion couplings at both ends (see Section 52 of these specifications) shall be required at each drainage ditch crossing. If field conditions warrant it, the length of RJ PVC pipe may be increased with ENGINEER approval. This method of drainage ditch crossing work shall be paid in a twofold manner according to the appropriate bid item. First, the amount of RJ PVC pipe required for the drainage ditch crossing, as measured in the field, shall be paid per lineal foot. Second, a lump sum fee reflecting set up time, mobilization, etc., shall be paid for each drainage ditch crossing requiring RJ PVC pipe.

Where a directional bore is specified on the Drawings, see section 55 of these Specifications.

42.07. SEWERS NEAR WATER MAINS AND WATER SERVICE LINES

There shall be no physical connections between a public or private potable water supply system and a sewer, or appurtenance thereto, which would permit the passage of any sewage or polluted water into the potable supply.

No sewer shall be located closer than 10 horizontal feet from water works structures and shall maintain separation from public water supply wells in accordance with the MDNR GSD Section 2.8.2.

A. Horizontal and Vertical Separation

1. Sewer mains and connections shall be laid at least 10 feet horizontally from any existing or proposed water main or water service line.
2. Should local conditions exist which would prevent a lateral separation of 10 feet, sewer lines may be closer than 10 feet to a water main provided that the water main invert is at least 18 inches above the crown of the sewer line, and is either in a separate trench or in the same trench on an undisturbed earth shelf located to one side of the sewer.

3. If it is impossible to obtain proper horizontal and vertical separation as described above, both the water main and sewer must be constructed with water main quality pipe and joints: slip-on or mechanical joint cast or ductile iron pipe, asbestos-cement pressure pipe, prestressed concrete pipe, or PVC pipe. The pipes shall be pressure tested in accordance with "AWWA Standard for Installation of Ductile-Iron Water Mains and their Appurtenances," AWWA C600-93 (no later editions or amendments) for a working pressure equal to or greater than the maximum possible surcharge head to assure water tightness before backfilling.

B. Water-Sewer Line Crossings

1. Whenever possible, sewers crossing water mains shall be laid with the sewer below the water main with the crown of the sewer a minimum of 18 inches below the invert of the water main. The vertical separation shall be maintained on each side of the crossing until the perpendicular distance from the water main to the sewer is at least 10 feet. The crossing shall be arranged so that the sewer joints will be equidistant and as far as possible from the water main joints. Adequate support shall be provided for the water mains to prevent damage due to settling of the sewer trench.
2. Where a sewer crosses under a water main and it is not possible to provide an 18-inch vertical separation:
 - a. The sewer shall either be constructed with or shall be encased in a carrier pipe with the ends sealed that is, water main quality pipe and joints: slip-on or mechanical joint cast or ductile iron pipe, asbestos-cement pressure pipe, prestressed concrete pipe, or PVC pipe. The pipes shall be pressure tested in accordance with "AWWA Standard for Installation of Ductile-Iron Water Mains and their Appurtenances," AWWA C600-93 (no later editions or amendments) for a working pressure equal to or greater than the maximum possible surcharge head to assure water tightness before backfilling. The water main quality sewer or carrier pipe shall extend on each side of the crossing to a point where the perpendicular distance from the water main to the sewer is at least 10 feet.
 - b. For the required length of the water main quality sewer or carrier pipe, omit the select granular cradle and granular backfill to one foot over the crown of the sewer and use selected excavated material (Class IV) and compact to 95% of Standard Proctor maximum density.
 - c. Point loads between the sewer or sewer casing and the water main are prohibited.
Adequate support shall be provided for the water main to prevent damage due to settling of the sewer trench.
3. Where it is not possible for a proposed sewer to cross under an existing water main, the construction methods and materials described in 42.07.B.2 above, Sec 2.8.3 of the MDNR Wastewater GSD shall be followed. Where a proposed sewer must cross over a proposed water main, an 18-inch vertical separation shall be maintained.

C. Sewer Manhole Separation From Water Main

No water pipe shall pass through or come into contact with any part of a sewer manhole. Horizontal and vertical separation according to Section 2.8.3 "Relation to Water Mains" for manholes shall be maintained.

42.08. THRUST BLOCKS

Thrust blocking is required on all pressure pipe. All bends of 1 1/4 degrees or greater, and all other fittings shall be thrust protected to prevent movement of the lines under pressure. Blocking shall be Portland Cement Concrete poured in accordance with project plan details, or precast, solid blocking for small diameter pipe where the undisturbed soil is extremely firm and stable. Thrust blocking shall extend from the fitting to the undisturbed soil. Pipe and fitting joints shall remain accessible for repairs. Where unstable soil conditions exist, all deflections in the pipe from a straight line shall be provided thrust blocking in accordance with the manufacturer's recommendations. Concrete for reaction or thrust blocks shall have a 28 day compressive strength of not less than 3,000 psi.

No wooden wedges, treated or otherwise, shall be allowed for shims for the blocking in any circumstance. PVC pipe may not be used in lieu of concrete blocks.

Where a fitting is used to make a vertical bend, the fitting shall be anchored to a thrust block braced against undisturbed soil. The thrust block should have enough resistance to withstand upward thrusts at fitting.

42.09. CONNECTION TO EXISTING LIFT STATION OR MANHOLE

A portion of this work may require connection of the proposed sanitary sewer main to an existing lift station or manhole. The CONTRACTOR shall core drill the existing concrete lift station or manhole structure to accept the proposed sewer main. The core drill shall be of a sufficient size to allow for the use of a Calpico Pipe Lynx seal or equal between the existing manhole and the sewer main. All fasteners/hardware shall be Type 314 stainless steel. The CONTRACTOR shall take care to accurately locate and drill the hole in the existing structure to ensure the proposed sewer main fits as intended. Any damage to the existing structure shall be repaired by the CONTRACTOR at no additional cost to the OWNER. Hammering, jack hammering, chiseling or other similar destructive methods shall not be allowed for making or altering the penetration.

42.10. SERVICE LATERALS AND RISERS

The service riser shall be constructed with a 6-inch wye, as shown on the project plan details, placed to receive the 6-inch service sewer. The riser pipe shall extend to the elevation as shown on the profile Drawings or as herein determined. The wye, or wye and riser combination shall be installed and bedded as shown on the Drawings. The CONTRACTOR will be paid for the

service wye when placed into the new main based on their bid price for “Service connection to Gravity/Force Main”.

The CONTRACTOR shall be responsible for connecting the existing residences to the proposed sewer main with a 6-inch PVC lateral after the sewer main has been installed, tested and is ready for service. The proposed 6-inch PVC lateral shall be extended from the 6-inch service wye and connected to the building lateral or existing septic tank inlet piping. The CONTRACTOR shall sever the existing septic tank inlet piping and reconnect the lateral from the building to the new 6-inch service lateral. The CONTRACTOR shall be responsible for locating the existing service lateral or the septic tank inlet piping, and for closely checking its elevation and distance from the new sewer main in order to determine the necessary depths and slopes of the service riser. The service lateral shall be installed with a minimum 1% slope. The CONTRACTOR will be paid for the installation of the service lateral based on their unit bid price for “6 inch PVC Service Lateral”. The CONTRACTOR shall include in their unit bid price all costs associated with locating the existing building lateral or septic tank inlet piping and making the necessary transition from the existing lateral to the 6 inch PVC lateral. The CONTRACTOR shall include this work in the CONTRACTOR’s unit bid price for each “Connect Lateral and Decommission Existing Septic Tank”. Payment will only be made after both, the lateral connection and decommission of the septic tank have been completed.

The CONTRACTOR is responsible for installing clean-outs at 100 foot intervals with one being within 50 feet of the sewer main. Clean-outs shall also be located at each bend in the service line. The work to install each clean-out shall be incidental to work of the project.

The CONTRACTOR shall keep an accurate record of service and service wye locations as installed and turn this record over to the RPR at the job site.

Excavation, backfill, restoration of surface, and laying of service lateral piping shall be the same as for the main line wastewater sewers.

At any time after substantial completion and during construction of building sewers at current residences of the municipality, if any additional costs are incurred by the OWNER because wyes, risers and service laterals have been installed to elevations too high to serve basements, the CONTRACTOR or his surety shall reimburse the OWNER for said costs.

42.11. SEPTIC TANK DECOMMISSIONING

Once the residences service laterals have been transferred from the existing septic tanks to the new sanitary sewer main, the CONTRACTOR shall decommission the existing septic tank(s) by pumping the tank(s) empty, penetrating the bottom to ensure tank does not hold water, caving in the tops, filling the tanks with sand to six (6) inches below existing grade, placing dirt in the top six (6) inches and re-seeding the disturbed area. This work shall be included the CONTRACTOR’s unit bid price for “Connecting Lateral and Decommissioning Existing Septic Tanks”. Payment will only be made after both, the lateral connection and decommission of the septic tank have been completed. Additional tanks are incidental to the unit bid price.

CONTRACTOR shall notify the local Health Department about each septic tank/system decommissioned.

42.12. DRAIN TILE REPAIR

The bid item for “Field Tile Repair,” will be paid to the CONTRACTOR only when any tile or private drain line is not located or is improperly located, and the CONTRACTOR then damages and properly fixes the tile. If a tile is located to within 18 inches on either side of the mark (as for utility locates) and the CONTRACTOR damages the tile, then the CONTRACTOR shall fix the tile and no payment will be allowed under this bid item. In addition, no payment will be allowed for CONTRACTOR down time to hand dig or otherwise search for a marked field tile, whether accurately located or not.

The bid price for “Field Tile Repair” shall include all necessary gravel backfill/support as shown on the Drawings and as defined in Department of Agriculture’s (DOA) requirements, included in these Specifications.

42.13. OPEN-CUT PVC OR STEEL CASING

Where called out on the plans, the sewer main shall be installed in PVC (See Section 52.03 and 52.04 for material requirements) or steel casing (see Section 55.04 for material requirements) of the size shown on the Drawings. The limits of the casing areas shall be staked by the ENGINEER. After the casing has been installed in the trench, the CONTRACTOR shall backfill portions of the trench with Select Granular Backfill as specified in Section 32.

The CONTRACTOR shall bid a lineal foot price for installing casing of the material and size specified on the Drawings. Earth backfill for Open-Cut PVC Casing Pipe or for the Open-Cut Steel Casing Pipe will be incidental to the unit price of the casing pipe installation and no additional compensation will be allowed. Measurement in lineal feet shall be made along the centerline of the casing as installed.

The sewer main installed through the casing pipe shall be restrained-joint pipe as specified in Section 52 of these specifications and sized as shown on the Drawings. End seals shall be used to seal the end of the casing. End seals shall be a pull-on type with change in diameter flush with end of casing. Wrapped and/or tapered seals are not allowed. All pipe placed in casing pipe shall utilize casing spacers as specified in Section 52.04.08. Casing spacers shall be used for the full length of the casing. Payment for the restrained joint pipe through the casing shall be as specified in Section 55.13.B.

Piping and Appurtenances

Table of Contents

Section 52

52.01.	SCOPE OF WORK.....	52-1
52.02.	GENERAL INFORMATION	52-1
52.03.	PIPE MATERIAL, FITTINGS, AND JOINTS	52-2
52.04.	PIPE APPURTENANCES.....	52-6
52.04.01.	MANHOLES	52-6
52.04.02.	SANITARY SEWER SERVICES	52-8
52.04.03.	QUICK COUPLER.....	52-8
52.04.04.	GATE VALVE	52-8
52.04.05.	SWING CHECK VALVE	52-9
52.04.06.	PLUG VALVE.....	52-9
52.04.07.	BALL CHECK VALVE	52-10
52.04.08.	COMBINATION AIR RELEASE VALVE	52-10
52.04.09.	VALVE BOX.....	52-11
52.04.10.	VALVE BOX MARKER.....	52-11
52.04.11.	DUCTILE IRON RESTRAINT GLANDS.....	52-11
52.04.12.	CASING SPACERS	52-12
52.04.13.	COPPER TRACER WIRE.....	52-12
52.04.14.	METER/AIR RELEASE BOX	52-12

Piping and Appurtenances

Section 52

52.01. SCOPE OF WORK

The work to be performed under this section of the specifications shall include all labor, materials, equipment and transportation necessary for furnishing and installing piping and appurtenances shown on the Drawings and specified herein.

The CONTRACTOR shall be responsible for all materials furnished under this section, and storage of same until the date of substantial completion. They shall replace at their expense all materials found to be defective or damaged in handling or storage. The CONTRACTOR shall, if requested by the ENGINEER, furnish certificates, affidavits of compliance, test reports or samples for check analysis for any of the materials specified herein.

Although they may not be specifically shown on the Drawings or called for elsewhere in the Technical Provisions, the CONTRACTOR shall include in their bid price the cost of all fittings, piping supports, and miscellaneous appurtenances needed to provide a secure, workable pipe and valve system. Equipment suction and discharge piping and other exposed piping shall be supported by concrete pedestals, piers, adjustable pipe supports, thrust restraints, hangers, and tie rods as necessary to insure a stable installation. Adjustable pipe supports or piers shall be arranged to relieve attached equipment of all strain due to the weight of the pipe, fittings, valves, and the contents of the pipe. Pipe supports shall be stanchion saddle type. Hanger shall be adjustable wrought clevis or adjustable wrought ring type.

52.02. GENERAL INFORMATION

A. Piping Systems

1. Gravity Pipe - The following items shall be considered gravity pipe: gravity mains, trunk lines, laterals, collectors, service lines, risers, and any other piping intended to carry wastewater or sludge by gravity flow or non-mechanically induced pressure. Where a specific pipe material or pipe joint is shown on the Drawings, only that material or joint shall be used.
 - a. Exposed or Unsupported Gravity Pipe - The pipe shall be considered exposed or unsupported whenever it is inside a structure, submerged above ground elevation, or any location where the pipe must be strong enough to span a distance between installed supports.
 - b. Buried Gravity Pipe - The pipe shall be considered buried if placed below grade and fully supported by the earth. (Other types of pipe not covered in these technical provisions will be considered for use as buried gravity pipe; in general, these pipes are recently developed and are not presently covered by specifications from national testing organizations such as ANSI, ASTM, or ASA. Examples include spiral wound PVC pipe and spiral wound Polyethylene pipe. Use of such

pipng shall require the written approval of the ENGINEER prior to bidding; this approval will be based on his/her review of the pipe specifications. These specifications shall be submitted no later than 14 calendar days prior to the bid date, and they shall provide complete information on pipe raw materials, design and stiffness, marking, workmanship, fittings, joints, and installation.)

2. Pressure Pipe - The following items shall be considered "pressure pipe": force mains, pump intake lines, potable and non-potable water lines, air mains, where pressure rating is required due to proximity of gravity sewer to existing water main, and any other pipe which generally operates under mechanically induced pressure flow. Where a specific pipe material or pipe joint is shown on the Drawings, only that material or joint shall be used.
 - a. Exposed or Unsupported Pressure Pipe - Pressure pipe shall be considered exposed or unsupported whenever it is inside a structure, in the walls of structure, above ground elevation, or any location where the pipe must be strong enough to span a distance between supports.
 - b. Buried Pressure Pipe - Any pressure pipe placed below grade and fully supported by the earth shall be considered buried pressure pipe.

B. Standard Drawings

Intentionally Blank

52.03. PIPE MATERIAL, FITTINGS, AND JOINTS

A. Polyvinyl Chloride Slip Joint Pipe

This section of the specifications covers rigid polyvinyl chloride pipe, hereinafter called PVC pipe.

The sewer main shall be PVC pipe with push-on gasketed joints, in accordance with Section 30 of the Standard Specifications.

ASTM Specification D1784 shall be conformed to in all respects.

1. PVC Slip Joint Pipe (4 to 16 inch)
 - a. Gravity and Drain Pipe: Minimum wall thickness shall be based on SDR 26. PVC sewer pipe shall conform to ASTM D3034. PVC sewer pipe joints shall be flexible elastomeric seals per ASTM 3212 and F 477.
 - b. Pressure Pipe: SDR (Standard Dimension Ratio) - PR (Pressure Rated) PVC pipe shall be Type I, grade 1 or 2, with a hydrostatic design stress of 2000 psi for water at 73.4°F, designated as PVC 1120 or PVC 1220.

PVC pipe with SDR ratings of 13.5, 17, 21, and 26 are to be used or as indicated on the Drawings, and shall conform to the latest revision of ASTM Specification D2241. All joints shall conform to the latest revision of ASTM Specification D3139 and F 477. PVC pipe shall be push-on gasketed.
 - c. For DR-PR (CIOD) PVC Pipe: DR (Dimension Ratio) - PR (Pressure Rated) PVC pipe shall be manufactured from unplasticized PVC compounds having a

minimum cell classification of 12454, as defined in ASTM D 1784, providing a hydrostatic design stress of 4000 psi for water at 73.4°F in accordance with the requirements of ASTM D 2837. PVC pipe with DR ratings of 18 (PR 235), 21 (PR 200), and 25 (PR 165) are to be used as indicated on the bidding schedule and shall conform to the latest revision of AWWA Specification C900.

2. PVC Slip Joint Pipe (18 to 48 inch)

- a. Gravity and Drain Pipe: Minimum wall thickness shall be based on SDR 26. PVC sewer pipe and fittings shall conform to ASTM F 679. PVC sewer pipe joints shall be flexible elastomeric seals per ASTM 3212 and F 477.
- b. Pressure Pipe: DR (Dimension Ratio) - PR (Pressure Rated) PVC pipe shall design with a hydrostatic design stress of 4000 psi for water at 73.4°F in accordance with the requirements of ASTM D2837 and AWWA C905. PVC sewer pipe joints shall be flexible elastomeric seals per ASTM 3212 and F 477.

SDR (Standard Dimension Ratio) - PR (Pressure Rated) PVC pipe shall be Type I, grade 1 or 2, with a hydrostatic design stress of 2000 psi for water at 73.4°F, designated as PVC 1120 or PVC 1220. PVC pipe with SDR ratings of 21 (200 psi) and 26 (160 psi) are to be used or as indicated on the bidding schedule, and shall conform to the latest revision of ASTM Specification D2241.

For DR-PR (CIOD) PVC Pipe: DR (Dimension Ratio) - PR (Pressure Rated) PVC pipe shall be manufactured from unplasticized PVC compounds having a minimum cell classification of 12454, as defined in ASTM D 1784, providing a hydrostatic design stress of 4000 psi for water at 73.4°F in accordance with the requirements of ASTM D 2837. PVC pipe with DR ratings of 18 (PR 235), 21 (PR 200), and 25 (PR 165) are to be used as indicated on the bidding schedule and shall conform to the latest revision of AWWA Specification C900.

B. PVC Restrained Joint

This section of the specifications covers restrained-joint PVC pipe, hereinafter called RJ pipe.

The CONTRACTOR must use RJ pipe for drainage ditch crossings, road crossings, and creek crossings as well as directional bores (including sewer main inside of casing pipe), as shown on the Drawings.

The RJ pipe shall be furnished with twin gasket couplings, nylon splines, rubber rings, and lubricant. The rubber rings shall be shipped in place in the coupling. The RJ integral bell is also acceptable.

The transition from RJ pipe to slip PVC or ductile pipe shall be made by the use of a manufacturer supplied expansion coupling. This coupling shall be Restrained Joint PVC by IPS. Only the installation of full joints of RJ pipe with factory grooves shall be permitted.

The pipe shall be PVC, with a hydrostatic design stress of 4000 psi for water at 73.4 degrees F, designated as PVC 1120 or 1220, Class 12454B and made to iron pipe size diameters. PVC sewer pipe joints shall be flexible elastomeric seals per ASTM 3212 and

F 477. SDR and DR rating shall be as shown on the Drawings and as called for in these specifications.

As shown on the drawings and specified herein, 4 to 16-inch PVC pressure RJ pipe shall be:

1. Restrained Joint (PVC) Pipe, SDR 26, PR 160, for installation in directional boring and/or bore and jacked casing installations.
2. Restrained Joint (PVC) Pipe, SDR 21, PR 200, for installation in directional boring and/or bore and jacked casing installations.
3. Restrained Joint (PVC) Pipe, DR 18, PR 235, for installation in directional boring and/or bore and jacked casing installations.
4. Restrained Joint (PVC) Pipe, DR 21, PR 200, for installation in directional boring and/or bore and jacked casing installations.
5. Restrained Joint (PVC) Pipe, DR 25, PR 165, for installation in directional boring and/or bore and jacked casing installations.

C. Ductile Iron Pipe

All ductile iron pipe shall be manufactured in accordance with all requirements of AWWA Standard C151, class thickness designed per AWWA C150, cement lined with bituminous coating per AWWA C104. Flanged ductile iron pipe joints shall be designed per AWWA C110 or C153. Standard laying length is either 18 feet or 20 feet.

Polyethylene encasement shall be used on all ductile iron pipes and the polyethylene encasement shall conform to AWWA C105/A21.5. Polyethylene material will deteriorate rapidly when exposed to direct sunlight. Store all polyethylene encasement out of the sunlight. If during the installation period it is anticipated that the polyethylene encasement will be exposed to sunlight for more than two (2) weeks (ie. Open trench) Type C (black) polyethylene material must be used.

Where/if the sewer main crosses an existing petroleum pipeline, restrained-joint ductile iron pipe with hydrocarbon resistant gaskets shall be used for a length as required to obtain at least 10 beyond each end of the PVC casing. The ductile iron pipe shall be installed within a PVC casing with the use of casing spacers and end-seals. The PVC casing shall extend a minimum of 25 feet (as measured perpendicularly to the petroleum pipeline) beyond each side of the Petroleum Pipeline easement limits.

All exposed or unsupported pipes shall be ductile iron with either flanged or grooved joints. Buried ductile iron pipe must have either mechanical or slip seal joints.

Pipe joints shall be manufactured in accordance with the following specifications:

1. Mechanical joint pipe shall be furnished with applicable gaskets, glands, and bolts. Bolts shall be stainless steel or corrosion resistant meeting the requirements of AWWA C111/A21.11 and ASTM A242. A manufacturer certification shall be included with all shop drawing submittals as to the corrosion resistant material utilized. Joint shall be in accordance with AWWA Standard C110 and C111.

2. Slip-joint pipe shall be furnished with gaskets and lubricant, and be in accordance with AWWA Standard C111 and C600.
3. RJ pipe joint shall be furnished with gaskets, restraining ring, and lubricant, and be in accordance with AWWA Standard C153 and C111.
4. Ductile iron pipe inside of casing pipe shall use a joint restraint similar to Griffin Snap Lok or approved equal.

Ductile iron pipe utilizing joint restraint gaskets is not allowed.,

5. Flanged ductile iron pipe joints shall be designed per AWWA C115 or C151.

D. Polyethylene Pipe

Pressure Pipe: SDR 9; Type III; Class C, Grade P33 or 34; thermal butt fused joint or grooved joint specifically adapted for PE pipe.

E. Fittings

All ductile iron fittings shall conform to AWWA C153, AWWA C 110, and AWWA C111, 2 inch to 48 inch, for 250 psi fluid pressure plus water hammer. All fittings except plugs and sleeves shall be cement lined to conform to AWWA C104 with a bituminous seal coat. Sleeves and plugs shall be bituminous seal coated. Application gaskets, standard transition gasket (SMJ gasket) for PVC, mechanical joint restraining glands, and bolts shall be furnished. All bolts shall be stainless steel or corrosion resistant meeting the requirements of ANSI/AWWA C111/A21.11 and ASTM A242.

1. Fittings include gate valves, tees, elbows, crosses, reducers, caps, plugs, and wyes.
2. All fittings associated with PVC or DI sewer force main installation shall be ductile iron. All ductile iron fittings shall mechanical-joint and utilize mechanical-joint restraining glands where anchor couplings are not required.
3. PVC fittings shall be used on gravity mains at service wyes and on service lines. The PVC fittings shall be Push-on gasketed PVC fittings and meet the requirements of ASTM D2729 .
4. Pressure rating of fittings shall be equal to or greater than the specified pipe.
5. Backfill operations at fitting and gate valve locations shall not occur until all materials and work have been viewed by the OWNER or resident project representative (RPR).
6. Any PVC slip-couplings utilized and allowed by the OWNER on pipe six (6) inches in diameter and smaller shall be 12 inches minimum length. Mechanical Joints shall be used and on all pipes greater than six (6) inches in diameter.
7. PVC Expansion Couplings shall be allowed when transitioning from PVC to RJ PVC Pipe. The expansion couplings shall be provided by the manufacturer and be RJ on one end and slip joint on the other. The fitting shall be of the same material as the pipe, and in no case shall have thinner walls than that of the pipe furnished. The fitting for gasketed joint, RJ PVC pipe shall be molded in one (1) piece.

Ductile Iron Expansion Couplings shall be a ductile iron sleeve with a restraint-joint fitting on one side and slip-joint fitting on the other side.

8. All fittings shall be of the same material and diameter as the pipe to which it is connected or of a compatible material approved by the ENGINEER.
9. Ductile Iron flanged fittings shall conform to all requirements of AWWA C115.
10. Grooved joint fittings for ductile iron pipe shall conform to all requirements of AWWA C606.

52.04. PIPE APPURTENANCES

52.04.01. MANHOLES

Manholes for gravity pipe shall be standard 4-foot diameter precast reinforced concrete and conform to the requirements of Section 32 of the Standard Specifications except as hereinafter supplemented or modified.

1. Manhole Material

Only precast reinforced concrete manholes will be allowed.

2. Manhole Steps

Polypropylene coated steel reinforcing rods are the required type of step.

3. Standard Frame and Grate

Unless otherwise called for on the Drawings, all manholes shall have a cast iron frame and lid equal to Neenah No. R-1772, East Jordan No. 1022, or equal. The lid shall be a self-sealing type with concealed pick hole and a machined groove on its underside for receiving an elastomeric, continuous gasket. The gasket shall act as a seal between the lid and frame to prevent entry of surface water. The frame and lids shall have machined bearing surfaces. The CONTRACTOR shall supply the OWNER with spare lid gaskets equal in number to 10% of the number installed, plus two (2) new and unused lid lifting tools especially designed for removing manhole lids with concealed pick holes. Manhole lids shall be marked "SANITARY".

4. Bolt Down Lid Frame and Grate

Wherever "Bolt Down Lid" is designated on the Drawings, the manhole shall have a cast iron frame and bolt down lid with gasket equal to Neenah No. R-1916-C, or equal; all bearing surfaces shall be machined; lid and frame shall weigh no less than 320 pounds.

Unless otherwise shown on the Drawings, manhole castings shall be set at finish earth grade or roadway surface; manholes in cultivated areas shall have castings set 24 inches below existing grade. Grade rings of various thickness may be required to adjust the lids to the final grading conditions and will be considered incidental to the cost of the manholes.

5. Rain Stopper/ Inflow Protection Cover

Manholes with top of rim elevations lower than surrounding ground elevation shall have an inflow protection cover, of the appropriate size, installed in addition to the

standard lid. The inflow protector cover shall be manufactured by Syneco Systems, Inc., Chanhassen, MN or equal and shall consist of the following components:

- a. ABS plastic construction;
- b. Strap handle;
- c. Bottom seal surface with gasket;
- d. Gas relief valve to relieve at pressure of 1 psi;
- e. Leak down rate limited to 10 gal/24 hrs.

6. Manhole Joints

Manhole joints shall be sealed with bituminous material for water tightness.

7. Pipe Connections

All pipe connections at manholes and other structures shall be made with cast-in-place rubber gaskets cast into the wall of the Precast manhole and secured to the pipe with an adjustable, stainless band; a mechanical seal with tapered, precast opening; or other method approved by the ENGINEER which provides for a flexible, watertight penetration.

8. Chimney Seal

Wherever "Chimney seal" is designated on the Drawings an internal flexible rubber seal shall be provided between the manhole frame and chimney or corbel section of the manholes. The rubber seals shall be as manufactured by Cretex Specialty Products, Waukesha, Wisconsin or equal and shall consist of the following components:

- a. Rubber Sleeve - The flexible rubber sleeve shall be extruded from a high grade rubber compound conforming to the applicable requirements of ASTM C923, with hardness (durometer) of 45 ± 5 .

The sleeve shall be double pleated with a minimum unexpanded vertical expansion when installed of no less than two (2) inches. The top and bottom section of the sleeve shall contain an integrally formed expansion band recess and multiple sealing fins.

Any splice used to fabricate the sleeve shall be hot vulcanized and have a strength such that the sleeve shall withstand a 180 degree bend with no visible separation.

- b. Expansion Bands - The expansion bands used to compress the sleeve against the manhole shall be 16 gauge stainless steel conforming to ASTM A240, Type 304, with a minimum width of 1-3/4 inches.

The expansion mechanism shall have the capacity to develop the pressures necessary to make a watertight seal and shall have a minimum adjustment range of two (2) diameter inches. Screws and nuts used for this mechanism shall be stainless steel conforming to ASTM F593 and 594, Type 304.

9. Lift Station/Valve Vault Lining

- a. All new and existing manholes, lift stations, valve vaults, etc., shall be lined to protect the structure and prevent the infiltration of ground water. Said structures shall be lined before they are vacuum tested and put into service. They shall be thoroughly cleaned of all dust, dirt, and debris immediately before the lining process begins. The Liner System shall be a “stress skin” panel polymer consisting of three layers with a first barrier coat of polyurea, a surfacing coat of closed-cell urethane foam, and a final barrier coat of polyurea.

The system shall have a broad range of chemical resistance and the ability to stop infiltration.

The application thickness of the three-layer system shall be no less than 500 mils. The manufacturer and applicator shall warrant all work against defects in materials and workmanship for a period of ten (10) years from the date of final acceptance of the installation. Repairs to defects in materials or workmanship shall be accomplished within a reasonable time after receipt of written notice of said defect. The applicator must have a minimum of three (3) years’ experience and be certified by the manufacturer. The product shall have been installed in wastewater structures for a minimum of seven (7) years and be verifiable.

Payment for the liner shall be incidental to the contract price.

52.04.02. SANITARY SEWER SERVICES

Service sewers shall conform to the requirements of Section 2.3.9 of the MDNR Wastewater GSD.

1. Gravity service laterals shall be six (6) inches and be of the same material as the main, unless specified otherwise on the Drawings. All gravity service laterals shall have a slope not less than 1% and be terminated with a cap.
2. No service laterals will be allowed to tie into the new manhole but instead will be tied to the new sewer adjacent to the manhole.
3. Set over manholes are required when connecting the new sanitary sewer main to an existing sanitary sewer line. A manhole base shall be poured around the existing sewer pipe. After the precast manhole is set on a concrete base and the pipe connections has been completed the top half of the existing sewer pipe that is exposed in the manhole shall be cut off and removed.

52.04.03. QUICK COUPLER

Intentionally Blank.

52.04.04. GATE VALVE

Gate valves shall be designed for a minimum working pressure of 250 psi. Valves shall be resilient wedge, non-rising stem type, and shall be used with the type of pipe and joint to be installed. Gate valves shall have a clear waterway equal to the full nominal diameter of the valve and shall be opened by turning counterclockwise. The operating nut shall have an arrow, cast in the metal, indicating the direction of opening. Each valve shall have the maker's initials, and pressure ratings cast on the body. Prior to shipment

from the factory, each valve shall be tested by hydraulic pressure equal to twice the water working pressure.

2 inch-12 inch gate valves shall be per Section 10.04.07.9.a with 'O' ring seals.

Gate valves shall have mechanical joints. No "push-on" joints will be allowed. All bolts for the bonnet shall be stainless steel. All bolts for the retainer glands shall be Cor Blue or an equivalent ASTM A 242 material. The valve, below the operating nut, shall be wrapped in 4 mil plastic. The plastic wrap shall cover the bonnet, the mechanical joint glands, bolts, and valve body.

52.04.05. SWING CHECK VALVE

The Swing Check Valve shall be of the full waterway body type, with a domed access cover and vent port. The shaft seals shall consist of V-type packing in a fixed gland with an adjustable follower designed to prevent over compression of the packing and to meet design parameter of the packing manufacturer. Removable, slotted shims shall be provided under the follower flanges to provide for adjustment and prevent over loading of the packing. The valve shall be factory equipped with a lever and weight assembly.

The lever shall be equipped with three holes for adjusting the bolted weight assembly. When the valve is closed, the lever and weight shall be located 30 degrees below horizontal. The valve body shall be full flow equal to nominal pipe diameter area at all points through the valve and shall be equipped with a threaded adjustable open stop. The body seat shall be O-ring sealed and field replaceable without removing the valve from the line. The end flanges shall contain integrally case mounting pads. The top access port shall be full size, allowing removal of the disc without removing the valve from the line. The access cover shall be domed in shape to provide flushing action over the disc for operating in lines containing high solids content. The disc shall be of one-piece construction and connected to the shaft with a disc arm and two pivot pins to provide pivot action to allow self-adjusting seating at all pressures.

The valve body, cover and disc shall be constructed of ASTM A536 Grade 65-45-12 ductile iron. The exterior and interior of the valve shall be coated with an NSF/ANSI 61 approved fusion bonded epoxy coating. The removable body seat shall be constructed of ASTM A276, Type 304 stainless steel. The removable resilient seat shall be precision molded Buna-N (NBR), ASTM D2000-BG. The disc arm and external levers shall be ductile iron.

Valves shall not be located in the wet well or vertically mounted. Valves shall be able to pass a sphere not less than 80% of the diameter of the valve.

52.04.06. PLUG VALVE

Plug valves shall be of the nonlubricated eccentric type with resilient faced plugs. Valve bodies shall be composed of materials meeting the requirements of ASTM A126, Class B, with added nickel and chromium ("Semi-Steel"). Bearings shall be stainless steel. Resilient plug facings shall be Neoprene for use with water, sewage, and sludge and Isobutene-Isoprene for use with compressed air (maximum temperature 250F). Stem packing (and gland) shall be accessible without disassembly of the valve and of materials compatible with the valve's service conditions. All plug valves 6" and larger shall be furnished with gear type actuators, position indicators and adjustable memory stops; plug

valves less than 6" in size shall be lever actuated with the same features. These valves have a preferred direction of shut off, and it is the responsibility of the contractor to see that they are properly installed. All exposed nuts, bolts, springs, washers, and other hardware shall be stainless steel for plug valves in buried or submerged service; otherwise, the hardware shall be zinc plated.

Valves shall not be located in the wet well or vertically mounted. Valves shall be able to pass a sphere not less than 80% of the diameter of the valve.

52.04.07. BALL CHECK VALVE

Ball check valves shall be designed to be non-clog, fully automatic, maintenance free and specifically suited for operation in sewage and storm water where solids, fibers, grit or highly viscous materials are encountered.

Ball check valves will have one moving part, the ball, which automatically rolls out of the path of flow, thus providing an unobstructed and "full flow" equal to nominal size. Upon discontinuation of flow the ball automatically rolls back to the closed position, thus providing a positive seal against back pressure or backflow.

The ball shall have an exterior coating of vulcanized nitrile rubber resistant to grease, petroleum products, animal and vegetable fats, dilute concentrations of acids and alkalies, tearing and abrasion. The body and cover shall be nodular cast iron type GGG 40/ASTM 65-45-12/SAE 4512. Ball check valves are designed to be maintenance-free and suited for installation in the horizontal or vertical position. The valve shall be so constructed that by unbolting and lifting off the cover, the ball may be removed and replaced without removing the valve from the line.

Ball check valves will be available with either a floating or sinking ball.

Valves shall not be located in the wet well or vertically mounted. Valves shall be able to pass a sphere not less than 80% of the diameter of the valve.

52.04.08. COMBINATION AIR RELEASE VALVE

Combination air release valves shall be installed at high points in the force main when directed by the ENGINEER. Valves shall have 2 inch inlet and outlet. All combination valves shall be so designed as to permit the release of a large quantity of air during the filling of the pipeline and also permit a large quantity of air to reenter the pipeline to break the vacuum and eliminate any danger of collapse should the liquid suddenly leave the pipeline. The combination pressure unit operates independently and releases small accumulations of air which may collect while the line is in operation and working under pressure. Valves shall have cast iron bodies and be furnished with national pipe threads. Floats and trim shall be of a non-corrosive metal, standard with the manufacturer. Seats shall be of a material which will provide cushion for the float sufficient to receive float shock upon closing.

All 2 inch valves shall be per Section 10.04.07.04.a. Connections shall be made to the pipeline by the use of a 2 inch corporation stop. Combination air valves shall be installed in a standard 30 inch meter well with lid. Fittings shall be used for the 2 inch copper vent line piping, bending will not be allowed. A #22 mesh stainless steel screen shall be secured over the open end of the 2 inch copper vent line piping.

Combination air release valves shall be paid for at the contract unit price for each installed as specified. This price shall include all excavation, materials, dewatering, meter well, backfill, 4 inch x 4 inch treated post (for protection of copper vent line) with the top cut at a 45° angle, installation of a Valve Marker next to wood post, a meter skin insulator, over the top of the air release valve, painting vent pipe if requested by OWNER, and other miscellaneous work as necessary including securing air release to meter well with stainless steel unistrut and stainless steel clamps. These valves shall be Combination Air Release valve shall be in a meter box.

52.04.09. VALVE BOX

Valve boxes shall be of ductile iron. Boxes shall be of the extension type with screw adjustment and flared base. The minimum thickness of metal shall be 3/16 inch. The word "SEWER" shall be cast in the cover. Boxes shall be installed over each plug valve and gate valve. The boxes shall be of such a length that will permit adjustment in length, without full extension, to the depth of cover required over the pipe at the valve location. The CONTRACTOR shall supply extension stems, as necessary, where the sewer main is installed deeper than normal due to utilities, convenience, etc. This work shall be incidental to the Contract Price.

All valve boxes for valves in the upright position (operating nut in the 0⁰ position) shall be installed upon the valve with the use of a Gate Valve Alignment Device to stabilize and center the valve box. All costs shall be incidental to the contract price. All valve boxes for valves installed on their side (operating nut in the 90⁰ or 270⁰ position) and requiring a bevel gear shall be centered over the operating nut and installed upon a level surface of rock, compacted around the bevel gear and operating nut, to stabilize the valve box. The compacted rock shall be incidental to the Contract. Substantial completion will not be issued to the CONTRACTOR until it has been verified by the OWNER that all gate valves can be accessed and operated with a standard valve wrench.

52.04.10. VALVE BOX MARKER

Valve markers shall be per Section 10.04.07.15. The marker shall be two sided with identification stickers located on both sides containing OWNER's official name and telephone number. Color to be selected by OWNER. These markers shall be placed either one per valve or one per cluster of valves. The markers shall be used to mark manholes in the fields unless alternate method is approved by ENGINEER and OWNER.

52.04.11. DUCTILE IRON RESTRAINT GLANDS

Restraint for PVC and ductile iron pipe joined with standardized mechanical joint fittings shall be incorporated in the design of the follower gland for specified material. The PVC pipe restraining glands shall provide full circle contact and support of the pipe wall. Restraint shall be accomplished by a series of ring segments mechanically retained inside the gland housing and designed to grip the pipe wall in an even and uniform manner. Restraining ring segments shall be actuated by bolts featuring twist off heads. All components of the restrainer, and restraint segments shall be of high strength ductile iron, ASTM A536, Grade 65-45-12. Gland bolts shall be Cor-Blu or ASTM A242 high strength low carbon steel. Restraining devices shall be UL Listed/FM approved on PVC pipe and shall be certified by an independent testing facility as meeting or exceeding ASTM

F1674, Standard Test Method for Joint Restraint Products for Use with PVC Pipe. Joint restraints shall be used at all fittings, gate valves, and hydrants, not requiring an anchor coupling, and shall be incidental to the contract price. Restraints shall be rated at a minimum of 200 psi.

52.04.12. CASING SPACERS

Casing spacers for 6-inch sewer main and smaller shall be a polyethylene casing spacer which is injection molded from high density polyethylene. The compressive strength shall be greater than 3,100 psi and tensile strength shall be greater than 3,100 psi.

The casing spacers for sewer main larger than 6-inch shall be bolt on style with a shell made of two (2) sections of T-304 stainless steel or some other non-corrosive metal. All nuts and bolts are to be 18-8 stainless steel or equivalent non-corrosive material. The runners shall be made of ultrahigh molecular weight polymer with high abrasion resistance and a low coefficient of friction.

Casing spacers for multiple carrier pipes in one casing shall be bolt on style with a shell made of two (2) sections of T-304 stainless steel or some other non-corrosive metal. All nuts and bolts are to be 18-8 stainless steel or equivalent non-corrosive material. The runners shall be made of ultrahigh molecular weight polymer with high abrasion resistance and a low coefficient of friction. Casing spacer shall be of a style designed specifically to accommodate the specified size of the respective carrier pipes and casing.

During installation, either lock washers or lock nuts shall be used when bolting the spacers together. Casing spacers shall be installed on six (6) foot centers or three (3) to a pipe segment and shall be included in bid price for casing pipe.

52.04.13. COPPER TRACER WIRE

Copper tracer wire shall be installed with all force main. The wire shall be copper-clad steel wire coated with HDPE and shall be connected to all valves and brought up into each valve box (on the exterior of the box and doubled-over under the cover on the interior) creating a continuous wire throughout all force main and appurtenances. All splices of tracer wire shall utilize direct bury splice kits per Section 10.04.07.5.c. During installation of the connector, the CONTRACTOR shall tie the tracer wire into a knot and leave approximately 4 inches to be inserted into the connector per manufacture's specifications. The CONTRACTOR shall install tracer wire per Section 10.04.07.5.b. for force main installed by trenching and per Section 10.04.07.5.a. for force main installed by directional boring. The Contractor shall include in his bid price for force main installation all costs associated with tracer wire installation.

Substantial completion will not be issued to the CONTRACTOR until it has been verified by the OWNER that all tracer wire is continuous and can be field located with the OWNER's locating equipment.

52.04.14. METER/AIR RELEASE BOX

The CONTRACTOR shall furnish and install a meter/air release box as shown on the drawings and as approved by the ENGINEER. The meter box shall be plastic profiled-wall, as per Specification 10.04.07.17.a. The meter box shall be supported on a minimum of 4 - 18" x 18" paving stones. The lid shall be per section 10.04.07.18.a.

BORING SEWER MAINS

Table of Contents

Section 55

55.01.	SCOPE OF WORK.....	55-1
55.02.	CONSTRUCTION DETAILS	55-1
55.03.	MINIMUM DISTANCE FROM PAVEMENT.....	55-1
55.04.	STEEL CASING MINIMUM SPECIFICATIONS	55-2
55.05.	DIRECTIONAL BORE METHOD	55-2
55.06.	BORE AND JACK METHOD	55-3
55.07.	DIRECTIONAL BORING ON GRADE CASING PIPE.....	55-4
55.08.	DIRECTIONAL BORING ON GRADE SEWER MAIN OR SERVICE LINE.....	55-4
55.09.	DIRECTIONAL BORING CASING PIPE	55-4
55.10.	DIRECTIONAL BORING FORCE MAIN OR FORCE SERVICE LINE.....	55-4

BORING SEWER MAINS

Section 55

55.01. SCOPE OF WORK

The CONTRACTOR shall furnish all equipment, machinery, labor and materials necessary to perform all operations in connection with the conventional boring and pulling or directional boring of sewer mains of the required diameter and type of material at locations that may be designated at time of construction. **Gravity pipe bores must be at grade with little or no tolerance, see below.**

The CONTRACTOR shall be responsible for notification of appropriate officials as required by Highway and Railroad permits.

Unless otherwise noted in these specifications, trenchless construction shall abide by Section 2.10 of the MDNR Wastewater GSD.

The CONTRACTOR is responsible for any charges by the railroad(s) for flagmen, foremen, engineering observers, and others; and by MoDOT and others during the course of the work; and shall include such costs in his bid price

55.02. CONSTRUCTION DETAILS

The alignment and elevation of the forward end of the boring shall be checked and if it does not meet the requirements of the permit, the auger will be pulled and a new boring made at no additional cost to the OWNER.

The CONTRACTOR shall fill over excavation of bore and recovery pits at entrance and exit of sewer main through bore hole with compacted sand or select granular backfill to the bottom of the sewer main giving a sound foundation for the sewer main preventing the sewer main from shearing as the backfill settles. Payment for the sand or select granular backfill shall be considered incidental to the contract price for bores.

Any cracking or damage caused by the boring operation to the traveled surfaces (regardless of the soil and/or rock type encountered) shall be repaired or replaced, at the CONTRACTOR's expense, as required by the OWNER.

55.03. MINIMUM DISTANCE FROM PAVEMENT

This section shows the maximum distance beyond road surfaces the bore payment will extend without approval of the ENGINEER unless required by permit.

State Highways	20 feet
County Highways	20 feet
Township Roadways	15 feet
Driveways	10 feet

55.04. STEEL CASING MINIMUM SPECIFICATIONS

Casing pipe used for sewer mains shall be ASTM A139 Grade B, welded pipe. The minimum wall thickness for casing pipe shall be as follows, unless otherwise noted on the Drawings:

Pipe Diameter (in.)	Wall Thickness (in.)*
6	0.28
8	0.322
10	0.365
12 – 48	0.375

*Note: Railroad crossings require greater wall thickness. The CONTRACTOR shall use the steel casing wall thickness approved by the railroad.

The casing pipe shall be bituminous tar lined inside and coated outside. Where two (2) sections of casing are welded together, a bituminous tar coating shall be applied to the welded joint.

Certain installation practices are necessary to protect the sewer main that is required to go through the casing pipe. These practices are necessary to prevent the pipe from resting on the joints, and provide for retrieval if repairs are necessary in the future. Prior to inserting the sewer main in the casing, casing spacers as specified in Section 10 and 52.04.12 shall be installed on the full length of pipe.

Restrained-joint PVC pipe shall be used inside of the casing pipe, with expansion couplings at both ends exterior to the casing (see also Section 52 of these Specifications). After installing the carrier pipe, both ends of the casing pipe shall be sealed by a method approved by the ENGINEER.

55.05. DIRECTIONAL BORE METHOD

A. GENERAL

The CONTRACTOR shall bore where called for on the Drawings. Boring under state and federal interstate highways, under railroads, and all locations called out on the Drawings shall be accomplished from pits located per the boring permits. On-Grade bores must be at grade with a horizontal alignment tolerance of +/- 3 inches and a grade tolerance of +/- 2 inches. The CONTRACTOR shall be responsible for the cost to re-bore if it is outside of the tolerances listed above.

B. PROCEDURE

The CONTRACTOR shall use water, bentonite, polymer, or bentonite/polymer mixture for the mud mixture needed for the directional boring procedure and shall include the costs of these items in their unit bid price. The CONTRACTOR shall use the mixture required by the type of soil encountered.

The CONTRACTOR shall use the backreamer needed to satisfy the conditions of the directional bore and the type of soil encountered. Spiral or coned backreamers are designed to push foreign objects such as rocks and tree roots out of the way or off to the side of the directional bore path. The surface area of the cone shaped backreamers is large so this will create a lot of drag. The wing cutter, which allows the mixed material to flow through, provides the best result in mixing.

For 8-inch or smaller pipe, a reamer larger than 1.5 times the diameter of the pipe should not be used without the permission of the ENGINEER. For 10-inch or larger pipe, a reamer of 1.3 times the diameter of the pipe or smaller is required, unless given permission by the ENGINEER.

It is recommended that the pipe follow immediately behind the backreamer or expander because the directional bore hole will start to close up instantly after the backreamer or expander is pulled through. This allows limited time, depending on the soil condition, to push the pipe in the hole.

C. DAMAGED PAVEMENT

Any cracking or damage caused by the directional boring operation to the traveled surfaces (regardless of the soil and/or rock type encountered) shall be repaired or replaced, at the CONTRACTOR's expense, as required by the OWNER, the ENGINEER, or the property owner.

D. SPECIFIED DISTANCE FROM WATERWAYS

Since waterway surfaces and streambed/streambank profiles occur in such a variety of configurations, and since CONTRACTOR's may employ a number of methods for directional boring depending on pipe installation angle, convenience, etc., it is not possible to come up with a single rule for specified directional bore distances. An estimated directional bore length has been indicated on the Drawings for each particular directional bore, and also constitutes the minimum length that will be allowed physically for the directional bore. However, the payment for lengths longer than the length indicated on the plans will only be paid with approval of the ENGINEER. In all cases, open cut excavations for bore pits shall remain at least 20 feet away from top of stream banks.

55.06. BORE AND JACK METHOD

A. GENERAL

The CONTRACTOR shall bore and jack steel casing pipe where called for on the Drawings. Boring or jacking under state and federal interstate highways, under railroads, and all locations called out on the Drawings shall be accomplished from pits located per the boring permits. The bore must be at grade with a horizontal alignment tolerance of +/- 3 inches and a grade tolerance of +/- 2 inches.

B. DAMAGED PAVEMENT

Any cracking or damage caused by the bore and jack operation to the traveled surfaces (regardless of the soil and/or rock type encountered) shall be repaired or replaced, at the

CONTRACTOR's expense, as required by the OWNER, the ENGINEER, or the property owner.

55.07. DIRECTIONAL BORING ON GRADE CASING PIPE

A. MATERIAL

Casing pipe shall be as specified on Drawings, Road Permit, and Rail Road Permits.

B. PAYMENT

This work shall be completed according to Sections 55.03, 55.04, and 55.05 above. The payment shall be per each per the bid schedule for "Creek Crossing". Payment will only be made for bores meeting tolerances listing in section 55.05. Although the payment lengths may be less than these specified distances, depending on field conditions and actual boring lengths, no payment for borings will be allowed beyond these specified distances without approval of the ENGINEER.

55.08. DIRECTIONAL BORING ON GRADE SEWER MAIN OR SERVICE LINE

A. MATERIAL

Carrier pipe shall be as specified on Drawings.

B. PAYMENT

This work shall be completed according to Sections 55.03 and 55.05 above. The payment shall be per each per the bid schedule for "Creek Crossing" for the material, diameter, and class as called out on the drawings. Payment will only be made for bores meeting tolerances listing in section 55.05. Although the payment lengths may be less than these specified distances, depending on field conditions and actual boring lengths, no payment for borings will be allowed beyond these specified distances without approval of the ENGINEER.

55.09. DIRECTIONAL BORING CASING PIPE

A. MATERIAL

Casing pipe shall be as specified on Drawings.

B. PAYMENT

This work shall be completed according to Sections 55.03, 55.04, and 55.05 above. The payment shall be per each per the bid schedule for "Creek Crossing" for the material, diameter, and class as called out on the drawings. Payment for length beyond the lengths on the plans shall only be paid with approval of the ENGINEER.

55.10. DIRECTIONAL BORING FORCE MAIN OR FORCE SERVICE LINE

A. MATERIAL

Carrier pipe shall be as specified on Drawings.

B. PAYMENT

This work shall be completed according to Sections 55.03 and 55.05 above. The payment shall be per each per the bid schedule for "Creek Crossing" for the material, diameter, and class as called out on the drawings. Although the payment lengths may be less than these specified distances, depending on field conditions and actual boring lengths, no payment for borings will be allowed beyond these specified distances without approval of the ENGINEER.

Grinder Pump Station

Table of Contents

Section 66

	<u>Page</u>
66.01 Scope of Work	66-1
66.02 General	66-1
66.03 Grinder Pump Station	66-1

Grinder Pump Station

Section 66

66.01 SCOPE OF WORK

The work to be performed under this section of the Technical Provisions shall include all labor, materials, equipment, and transportation necessary to provide and install grinder pump stations and related appurtenances as shown on the Drawings and specified herein.

The CONTRACTOR's prices for the grinder pump stations and appurtenances shall be categorized according to the Bid Form. All electrical equipment from and including the Control/Alarm Box to and including the Grinder Pump and labor necessary for a complete and working system shall be included by the CONTRACTOR among the various Bid Items listed in the Bid Form. Electric from house/breaker box to the Control/Alarm Box is others.

66.02 GENERAL

A. Spare Parts

The CONTRACTOR shall be responsible for supplying the following spare pumps/stations:

- One – Environment One Model WH092 Grinder Pump Station
- One – Environment One Replacement Grinder Pump

66.03 SUBMERSIBLE PUMP STATION

A. General

The CONTRACTOR shall furnish and install submersible grinder pump stations as shown on the Drawings and specified herein.

The grinder pump station shall be as manufactured by Environment One Corporation, Niskayuna, NY, or equal. The installation shall be complete with simplex grinder pump, duplex if specified, mounted in high density polyethylene (HDPE) basin, NEMA 6P electrical quick disconnect (EQD), pump removal system, stainless steel discharge assembly/shut-off valve, anti-siphon valve/check valve, each assembled in the basin, electrical alarm panel and all necessary internal wiring and controls.

The CONTRACTOR shall be responsible for coordinating the renovation with the homeowners, paying any renovation, inspection, or new service charges as established by the power company, and obtaining any power company permits, as may be necessary.

The CONTRACTOR shall be responsible for coordinating, implementing, and operating bypass pumping facilities to the extent that they need in order to accomplish the renovations while keeping system in operation.

Distance between the alarm panel and pump station will be set in the field and will determine the cord length necessary from the manufacturer.

B. Pumps

The pump in each pump station shall be integral, vertical rotor, motor driven, close coupled, electrically powered, and solids handling. The pump shall have a single mechanical seal, stainless steel rotor. The pumps and motors shall meet requirements of National Electric Code for such units.

The motors shall be non-overloading at any point on the pump curve, from shutoff head to zero head condition.

The pumps shall be capable of handling raw, unscreened sewage. The pump suction shall be at least 4 inches in diameter. The pump discharge piping shall be 1-1/4 inch diameter stainless steel.

All major parts, such as the stator casing, oil casing, sliding bracket, volute and impeller shall be cast iron, fully epoxy coated to 8-10 mil Nominal dry thickness, wet applied. All surfaces coming into contact with sewage shall be protected by a coating resistant to sewage. All exposed bolts and nuts shall be of stainless steel.

The pump shall be provided with a mechanical shaft seal to prevent leakage between the motor and pump. The seal shall have a stationary ceramic seat and carbon rotating surface with faces precision lapped and held in position by a stainless steel spring.

The stator shall be of a specifically compounded ethylene propylene synthetic elastomer. This material shall be suitable for domestic wastewater service. Its physical properties shall include high tear and abrasion resistance, grease resistance, water and detergent resistance, temperature stability, excellent aging properties, and outstanding wear resistance. Buna-N is not acceptable as a stator material.

C. Grinder

The grinder shall be placed immediately below the pumping elements and shall be direct-driven by a single, one-piece motor shaft. The impeller shall be non-clogging design capable of handling solids, fibrous material, heavy sludge and other matter found in normal sewage applications so as to minimize clogging and jamming under all normal operating conditions including starting.

The grinder impeller (cutter wheel) assembly shall be securely fastened to the pump motor shaft by means of a threaded connection attaching the grinder impeller to the motor shaft. The grinder impeller shall be a one-piece, 4140 cutter wheel of the rotating type with inductively hardened cutter teeth. The cutter teeth shall be inductively hardened to Rockwell 50 – 60c for abrasion resistance. The shredder ring shall be of the stationary type and the material shall be white cast iron. The teeth shall be ground into the material to achieve effective grinding. The shredder ring shall have a staggered tooth pattern with only one edge engaged at a time, maximizing the cutting torque.

This assembly shall be dynamically balanced and operate without objectionable noise or vibration over the entire range of recommended operating pressures. Static and dynamic balancing operations shall not deform or weaken it.

D. Electric Motor

The electric pump motors for the pumps shall be designed to operate on 120/240 V, 1 phase, 60 cycle power and consider the requirements of the Missouri Department of Natural Resources Minimum Design Standards 10 CSR 20-8.130(3)(B) and 10 CSR 20-8.140(7)(B). Each pump motor shall have moisture resistant Class F 155 degree Centigrade insulation. The motors shall be NEMA Design B and designed for continuous duty. The motor shall be press-fit into the casting for better heat transfer and longer winding life. Inherent protection against running overloads or locked rotor conditions for the pump motor shall be provided by the use of an automatic-reset, integral thermal overload

protector incorporated into the motor. This motor protector combination shall have been specifically investigated and listed by Underwriters Laboratories, Inc., for the application.

Pump motor cable installed shall be suitable for submersible pump applications and this shall be indicated by a code or legend permanently embossed on the cable. Cable sizing shall conform to NEC specifications for pump motors and shall be of adequate size to allow motor voltage conversion without replacing the cable.

E. Tank

The tank shall be made of high-density polyethylene, with a grade selected to provide the necessary environmental stress cracking resistance. Corrugated sections are to be made of a double wall construction with the internal wall being generally smooth to promote scouring.

The tank shall include a single NEMA 6P Electrical Quick Disconnect (EQD) for all power and control functions, factory installed with tank penetrations warranted by the manufacturer to be watertight. The EQD shall be supplied with a cord useable Electrical Supply Cable (ESC) outside the station of sufficient length meeting all field conditions to connect to the alarm panel. The ESC shall be installed in the basin by the manufacturer. The EQD shall be so designed to be conducive to field wiring as required.

The tank shall also include an integral 2-inch vent to prevent sewage gases from accumulating in the tank.

F. Valves

1. Check Valve

The pump discharge shall be equipped with a factory installed, gravity operated, flapper-type integral check valve built into the stainless steel discharge piping. The check valve shall provide full pipe diameter when in open position. Moving parts will be made of a 300 Series stainless steel and fabric reinforced synthetic elastomer to ensure corrosion resistance, dimensional stability, and fatigue strength. A nonmetallic hinge shall be an integral part of the flapper assembly providing a maximum degree of freedom to assure seating even at a very low back-pressure.

2. Anti-siphon Valve

The pump discharge shall be equipped with a factory-installed, gravity-operated, flapper-type integral anti-siphon valve built into the stainless steel discharge piping. Moving parts will be made of 300 Series stainless steel and fabric-reinforced synthetic elastomer to ensure corrosion resistance, dimensional stability, and fatigue strength. A nonmetallic hinge shall be an integral part of the flapper assembly, providing a maximum degree of freedom to ensure proper operation even at a very low pressure.

G. Controls

All necessary motor starting controls shall be located in the cast iron enclosure of the core unit secured by stainless steel fasteners. Locating the motor starting controls in a plastic enclosure is not acceptable.

The wastewater level sensing controls shall be housed in a separate enclosure from motor starting controls. The level sensor housing must be sealed via a radial type seal; solvents or glues are not acceptable. The level sensing control housing must be integrally attached to pump assembly so that it may be removed from the station with the pump and in such a

way as to minimize the potential for the accumulation of grease and debris accumulation, etc. The level sensing housing must be a high-impact thermoplastic copolymer over-molded with a thermo plastic elastomer. The use of PVC for the level sensing housing is not acceptable.

Non-fouling wastewater level controls for controlling pump operation shall be accomplished by monitoring the pressure changes in an integral air column connected to a pressure switch. The air column shall be integrally molded from a thermoplastic elastomer suitable for use in wastewater and with excellent impact resistance. The air column shall have only a single connection between the water level being monitored and the pressure switch. Any connections are to be sealed radially with redundant O-rings. The level detection device shall have no moving parts in direct contact with the wastewater and shall be integral to the pump core assembly in a single, readily-exchanged unit. Depressing the push to run button must operate the pump even with the level sensor housing removed from the pump.

All fasteners throughout the assembly shall be 300 Series stainless steel.

High-level sensing will be accomplished in the manner detailed above by a separate air column sensor and pressure switch of the same type. Closure of the high-level sensing device will energize an alarm circuit as well as a redundant pump-on circuit. For increased reliability, pump ON/OFF and high-level alarm functions shall not be controlled by the same switch. Float switches of any kind, including float trees, will not be accepted due to the periodic need to maintain (rinsing, cleaning) such devices and their tendency to malfunction because of incorrect wiring, tangling, grease buildup, and mechanical cord fatigue. To assure reliable operation of the pressure switches, each core shall be equipped with a factory installed equalizer diaphragm that compensates for any atmospheric pressure or temperature changes.

The grinder pump will be furnished with a 6 conductor 14 gauge, type SJOW cable, pre-wired and watertight to meet UL requirements with a factory installed NEMA 6P EQD half attached to it.

H. Alarm Panel

Each grinder pump station shall include a NEMA 4X, UL-listed alarm panel suitable for wall or pole mounting. The NEMA 4X enclosure shall be manufactured of thermoplastic polyester to ensure corrosion resistance. The enclosure shall include a hinged, lockable cover with padlock, preventing access to electrical components, and creating a secured safety front to allow access only to authorized personnel. The enclosure shall not exceed 12.5" W x 16" H x 7.5" D.

The alarm panel shall contain one 15-amp, double-pole circuit breaker for the pump core's power circuit and one 15-amp, single-pole circuit breaker for the alarm circuit. The panel shall contain a push-to-run feature, an internal run indicator, and a complete alarm circuit. All circuit boards in the alarm panel are to be protected with a conformal coating on both sides and the AC power circuit shall include an auto resetting fuse.

The alarm panel shall include the following features: external audible and visual alarm; push-to-run switch; push-to-silence switch; redundant pump start; and high level alarm capability. The alarm sequence is to be as follows when the pump and alarm breakers are on:

1. When liquid level in the sewage wet-well rises above the alarm level, the contacts on the alarm pressure switch activate, audible and visual alarms are activated, and the redundant pump starting system is energized.
2. The audible alarm may be silenced by means of the externally mounted, push-to-silence button.
3. Visual alarm remains illuminated until the sewage level in the wet-well drops below the "off" setting of the alarm pressure switch.

The visual alarm lamp shall be inside a red, oblong lens at least 3.75" L x 2.38" W x 1.5" H. Visual alarm shall be mounted to the top of the enclosure in such a manner as to maintain NEMA 4X rating. The audible alarm shall be externally mounted on the bottom of the enclosure, capable of 93 dB @ 2 feet. The audible alarm shall be capable of being deactivated by depressing a push-type switch that is encapsulated in a weatherproof silicone boot and mounted on the bottom of the enclosure (push-to-silence button).

The entire alarm panel shall be listed by Underwriters Laboratories, Inc.

I. Service

The grinder pump core shall be easily removable for inspection or service, requiring no bolts, nuts, or other fastenings to be disconnected. The unit shall have two lifting hooks complete with lift-out harness connected to its top housing to facilitate easy core removal when necessary. The level sensor assembly must be easily removed from the pump assembly for service or replacement. All mechanical and electrical connections must provide easy disconnect capability for core unit removal and installation.

The manufacturer of the pumps furnished shall have a factory authorized service center within 100 miles of the project location. The service center shall maintain a minimum small parts inventory of \$50,000 and shall have the capability to test a repaired pump under water under conditions similar to those normally encountered in actual service. The service center shall have the normal capability to dispatch service personnel to the pump station for service or repair.

A service representative will spend a minimum of two (2) hours of startup supervision and job training for the OWNER's operator after the pump stations have been completely installed, checked by the OWNER, ENGINEER, Manufacturer, and Operator and has been approved for startup and successfully started. In the event that the manufacturer's representative is called to the job site and it is found that the stations have not been completed or have a problem that renders incomplete startup and operation of all of the appurtenances, it shall be the responsibility of the CONTRACTOR to bring the factory trained service engineer back to the job site to provide the startup training. The service representative shall explain and demonstrate the operation of the pumps to a representative of the OWNER. The service representative at this time shall pass over to the OWNER's representative three (3) bound copies of the pump maintenance and operation manual.

A complete service report shall be made out and signed by the factory service representative and a representative of either the OWNER or PROJECT ENGINEER. Copies of the start-up report will be distributed as follows: One (1) copy each to the manufacturer's project file, consulting ENGINEER's project file, CONTRACTOR's project file and the OWNER's equipment file.

MDNR Permit

STATE OF MISSOURI
DEPARTMENT OF NATURAL RESOURCES
MISSOURI CLEAN WATER COMMISSION



CONSTRUCTION PERMIT

The Missouri Department of Natural Resources hereby issues a permit to:

Jefferson County Public Sewer District
4629 Yeager Road
Hillsboro, MO 63050

for the construction of (described facilities):

Weber Hill Terrace/ Warren Woods Sanitary Sewer Improvement Area--See attached.

Permit Conditions:

See attached.

Construction of such proposed facilities shall be in accordance with the provisions of the Missouri Clean Water Law, Chapter 644, RSMo., and regulation promulgated thereunder, or this permit may be revoked by the Department of Natural Resources.

As the Department does not examine structural features of design or the efficiency of mechanical equipment, the issuance of this permit does not include approval of these features.

A representative of the Department may inspect the work covered by this permit during construction. Issuance of a permit to operate by the Department will be contingent on the work substantially adhering to the approved plans and specifications.

This permit applies only to the construction of water pollution control components; it does not apply to other environmentally regulated areas.

June 3, 2020
Effective Date


Edward B. Galbraith, Director, Division of Environmental Quality

June 2, 2022
Expiration Date


Chris Wieberg, Director, Water Protection Program

CONSTRUCTION PERMIT

I. CONSTRUCTION DESCRIPTION

The proposed wastewater collection system will consist of a low pressure sewer system, with grinder pumps at each connection, which will carry raw wastewater to the receiving wastewater treatment facility and will include the following:

- Construction and installation of approximately 13,686 linear feet of 2-inch through 4-inch diameter polyvinyl chloride (PVC) Standard Dimension Ratio (SDR)-21 force main with cleanouts and air release valves, and all necessary appurtenances to make a complete and usable wastewater collection system to serve an estimated 161 homes, with a calculated population equivalent of 592 and an estimated design average flow of 59,200 gallons per day. The project will also include general site work appropriate to the scope and purpose of the project.
- Installation of approximately 161 simplex grinder pump units rated for flows of 700 gpd, with a 70 gallon capacity HDPE tank and all necessary appurtenances to make a complete grinder pump system, as well as approximately 14,500 linear feet of service lines to connect the grinder pump units to the force mains.

These activities will be in the Weber Hill Terrace and Warren Woods subdivisions in the vicinity of Old Gravois Road, Highway 30, and Carol Park Road, just north of House Springs in Jefferson County. The new Sanitary Sewer Improvement Area for Weber Hill Terrace/Warren Woods was established on July 24, 2019. Wastewater collected in the new sanitary sewers will discharge to an existing sewer to be treated at the Jefferson County Public Sewer District Yorktown Wastewater Treatment Facility, Missouri State Operating Permit No. MO-0131024.

The purpose of this construction is to provide a centralized sanitary sewer collection system for the homes in the Weber Hill Terrace and Warren Woods subdivisions. Each individual residence currently has an onsite wastewater treatment system on a lot size that is typically less than an acre. Many of these individual systems are failing or reaching the end of their useful lives.

II. CONSTRUCTION PERMIT CONDITIONS

The permittee is authorized to construct subject to the following conditions:

1. This construction permit does not authorize discharge.
2. All construction shall be in accordance with the plans and specifications submitted by Heneghan & Associates, P.C., on May 7, 2020, which consisted of plans signed and sealed by Seth W. Elliott, P.E. on April 28, 2020, and May 1, 2020, and specifications

signed and sealed by Seth W. Elliott, P.E. on April 28, 2020. The Department approved these plans and specifications on June 3, 2020.

3. Regulation 10 CSR 20-4.040(18)(B)1 requires that projects be publicly advertised, allowing sufficient time for bids to be prepared and submitted. Projects should be advertised at least 30 days prior to bid opening.
4. The Department must be contacted in writing prior to making any changes to the approved plans and specifications that would directly or indirectly have an impact on the capacity, flow, system layout, or reliability of the proposed construction or any design parameter that is addressed by 10 CSR 20-8, in accordance with 10 CSR 20-8.110(11).
5. All changes in contract price or time within the approved scope of work must be by change order in accordance with 10 CSR 20-4.040 (19).
6. State and federal law does not permit bypassing of raw wastewater, therefore steps must be taken to ensure that raw wastewater does not discharge during construction. If a sanitary sewer overflow or bypass occurs, report the appropriate information to the Department's St. Louis Regional Office per 10 CSR 20-7.015(9)(G)
7. Protection of drinking water supplies shall be in accordance with 10 CSR 20-8.125(4)(F), which includes by reference the provisions of 10 CSR 20-8.120(5) and 10 CSR 23-3.010. Separation distance requirements between water mains and sanitary sewers in 10 CSR 60-10.010 are also applicable.
8. In addition to the requirements for a construction permit, 10 CSR 20-6.200 requires land disturbance activities of 1 acre or more to obtain a Missouri state operating permit to discharge stormwater. The permit requires best management practices sufficient to control runoff and sedimentation to protect waters of the state. Land disturbance permits will only be obtained by means of the Department's ePermitting system available online at dnr.mo.gov/env/wpp/epermit/help.htm.

See dnr.mo.gov/env/wpp/stormwater/sw-land-disturb-permits.htm for more information.

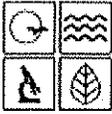
9. A United States Army Corps of Engineers (USACE) permit (404) and a Water Quality Certification (401) issued by the Department or permit waiver may be required for the activities described in this permit. This permit is not valid until these requirements are satisfied. If construction activity will disturb any land below the ordinary high water mark of jurisdictional waters of the U.S. then a 404/401 will be required. Since the USACE makes determinations on what is jurisdictional, you must contact the USACE to determine permitting requirements. You may call the Department's Water Protection Program at 573-751-1300 for more information.

See dnr.mo.gov/env/wpp/401/ for more information.

10. Upon completion of construction:

- A. The Jefferson County Public Sewer District will become the continuing authority for operation and maintenance of these facilities, except as noted on the plans;
- B. Submit an electronic copy of the as built if the project was not constructed in accordance with previously submitted plans and specifications; and
- C. Submit the enclosed form Statement of Work Completed to the Department in accordance with 10 CSR 20-6.010(5)(N). When the receiving facility applies for their next operating permit renewal, they will be expected to include updated information about the sanitary sewer collection system on their application.

Ginny Bretzke, P.E.
Financial Assistance Center, Engineering Unit
ginny.bretzke@dnr.mo.gov



MISSOURI DEPARTMENT OF NATURAL RESOURCES
 WATER PROTECTION PROGRAM
**APPLICATION FOR CONSTRUCTION PERMIT –
 SEWER EXTENSION**

FOR DEPARTMENT USE ONLY	
APP NO.	CP NO.
FEE RECEIVED	CHECK NO.
DATE RECEIVED	

NOTE ► PLEASE READ THE ACCOMPANYING INSTRUCTIONS BEFORE COMPLETING THIS FORM

1.0 APPLICATION INFORMATION (Note – If any of the questions in this section are answered NO, this application may be considered incomplete and returned.)

- 1.1 Is this a Federal/State funded project? YES N/A Funding Agency: MDNR Project #:
- 1.2 Has the Department of Natural Resources approved the proposed project's engineering report*?
 YES Date of Approval: NO N/A
- 1.3 Is a copy of the appropriate plans* and specifications* included with this application? YES NO
- 1.4 Is a summary of design* included with this application? YES NO
- 1.5 Is the appropriate fee or JetPay confirmation included with this application? YES NO
 See Section 7.0

* Must be affixed with a Missouri registered professional engineer's seal, signature and date.

2.0 PROJECT INFORMATION

2.1 NAME OF PROJECT

Weber Hill Terrace/Warren Woods Sanitary Sewer Improvement Area

ADDRESS	CITY	STATE	ZIP CODE	COUNTY
3680Terrace Dr.	House Springs	MO	63051	Jefferson

2.2 Legal Description: ¼, ¼, NW ¼, Sec. 26, T 43N, R 4E

2.3 Project Components (check all that apply):

- Gravity sewers Pumping stations Force mains Alternative sewer system Other (Describe below.)

2.4 PROJECT DESCRIPTION

Install 160 individual grinder pumps and approximately 24,200 lineal feet of 1.25, 2, 3, and 4-inch force main and appurtenances. Sewage to discharge into existing 4 ft. diameter manhole with 8-inch effluent.

2.5 DESIGN INFORMATION

A. Population or number of lots to be served by this extension: 160 homes

B. Estimated flow to be contributed by this extension: Design Average Flow: gpd Design Peak Hourly Flow: 9,719 gph

C. Industrial Wastes: Type: N/A Flow: 59,200 gpd

D. Receiving Sewer: Size: 8 inches Capacity: 3,500 gpm

3.0 PROJECT OWNER

NAME	TELEPHONE NUMBER WITH AREA CODE	E-MAIL ADDRESS
Jefferson County Public Sewer District	636-797-9900	dbjornstad@jeffcopsd.com

ADDRESS	CITY	STATE	ZIP CODE
PO Box 632	Hillsboro	MO	63050

4.0 CONTINUING AUTHORITY: A continuing authority is a company, business, entity or person(s) that will be operating the facility and/or ensuring compliance with the permit requirements. A continuing authority is not, however, an entity or individual that is contractually hired by the permittee to sample or operate and maintain the system for a defined time period, such as a certified operator or analytical laboratory. To access the regulatory requirement regarding continuing authority, 10 CSR 20-6.010(2), please visit <https://s1.sos.mo.gov/cmsimages/adrules/csr/current/10csr/10c20-6.pdf>. A continuing authority's name must be listed exactly as it appears on the Missouri Secretary of State's (SoS's) webpage: <https://bsd.sos.mo.gov/BusinessEntity/BESearch.aspx?SearchType=0>, unless the continuing authority is an individual(s), government, or otherwise not required to register with the SoS.

NAME	TELEPHONE NUMBER WITH AREA CODE	E-MAIL ADDRESS
Same As Above		

ADDRESS	CITY	STATE	ZIP CODE

4.1 A letter from the continuing authority or the Continuing Authority and Receiving Wastewater Treatment Facility Acceptance form, if different than the owner, is included with this application. YES NO N/A

5.0 ENGINEER			
ENGINEER NAME / COMPANY NAME Heneghan and Associates <i>Seth W. Elliott</i>		TELEPHONE NUMBER WITH AREA CODE 618-498-6418	E-MAIL ADDRESS swelliott@heneghanassoc.com
ADDRESS 1004 State Hwy 16	CITY Jerseyville	STATE IL	ZIP CODE 62052
6.0 RECEIVING WASTEWATER TREATMENT FACILITY			
NAME JCPSD Yorktown		TELEPHONE NUMBER WITH AREA CODE 636-797-9900	E-MAIL ADDRESS dbjornstad@jeffcopsd.com
MISSOURI STATE OPERATING PERMIT # MO-0131024		REMAINING CAPACITY (GPD) 48,800 GPD	
6.1 Has the receiving treatment facility agreed to accept the additional wastewater flow? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO			
6.2 A letter from the receiving wastewater treatment facility, if different than the continuing authority, is included with this application. <input type="checkbox"/> YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> N/A			
7.0 Application Fee			
<input checked="" type="checkbox"/> Check Number <i>004199</i>		<input type="checkbox"/> JetPay Confirmation Number	
8.0 PROJECT OWNER: I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.			
PROJECT OWNER SIGNATURE <i>Douglas S. Bjornstad</i>			
PRINTED NAME Douglas S. Bjornstad P.E.		DATE 4/15/2019	
TITLE OR COPORATE POSITION District Manager		TELEPHONE NUMBER WITH AREA CODE 636-797-9900	E-MAIL ADDRESS dbjornstad@jeffcopsd.org
Mail completed copy to: MISSOURI DEPARTMENT OF NATURAL RESOURCES WATER PROTECTION PROGRAM P.O. BOX 176 JEFFERSON CITY, MO 65102-0176			

USACE Permits



DEPARTMENT OF THE ARMY
ST. LOUIS DISTRICT CORPS OF ENGINEERS
1222 SPRUCE STREET
ST. LOUIS, MISSOURI 63103-2833

May 3, 2019

REPLY TO
ATTENTION OF:

Regulatory Branch
File Number: MVS-2019-54

Mr. Douglas Bjornstad
Jefferson County Public Sewer District
P.O. Box 632
4632 Yeager Road
Hillsboro, Missouri 63050

Dear Mr. Bjornstad:

This is in response to your application received on January 14, 2019 along with the additional emailed information received on March 4, 2019, concerning your proposal to perform the Weber Hill Terrace/Warren Wood Sanitary Improvements. The sanitary sewers will be constructed in the streets of the subdivision and some backyards. A section of 3 inch watermain will be installed adjacent to Terrace Drive and will cross the tributary to Bear Creek. The project is located in Section 26, Township 43 North, Range 4 East, and at approximately 38.43467, -90.54583, in Jefferson County, Missouri.

The Corps of Engineers has determined that this activity is authorized under Section 404 of the Clean Water Act by an existing Department of the Army nationwide permit for Utility Line Activities, as described in the January 6, 2017, Federal Register, Reissuance of Nationwide Permits; Notice (82 FR 1985), Appendix A (B)(12). **This NWP verification is valid until March 18, 2022**, unless the District Engineer modifies, suspends, or revokes the nationwide permit authorization in accordance with 33 CFR 330.5(d). If you commence, or are under contract to commence, this activity before the nationwide permit expires, you will have 12 months from that date to complete the activity under the present terms and conditions of this NWP. Enclosed is a copy of the nationwide permit and conditions and management practices with which you must comply.

In accordance with General Condition No. 30 of the nationwide permit, a compliance certification (Attachment A of this package) must be signed and remitted to this office upon completion of project impacts.

The Missouri Department of Natural Resources Water Protection Program (MDNR/WPP) has conditionally issued general Section 401 Water Quality Certification for this nationwide permit, subject to special conditions (see enclosures). These conditions are part of the Corps permit. If you have any questions regarding the water quality certification conditions, you may call Mr. Mike Irwin, MDNR/WPP, at 573-522-1131.

This review is applicable only to the permit program administered by the Corps of Engineers. It does not eliminate the need to obtain other Federal, state or local approvals before beginning work. It is to be understood this instrument does not give any property rights either in real estate or material, or any exclusive privileges: and it does not authorize any injury to private property or invasion of private rights, or any infringement of Federal, state, or local laws or regulation.

You are reminded that the permit is based on submitted plans. Variations from these plans shall constitute a violation of Federal law and may result in the revocation of the permit. If this nationwide permit is modified, reissued, or revoked during this period, the provisions described at 33 CFR 330.6(b) will apply.

If you have any questions please contact Kathrine Kelley at (314) 331-8813 or kathrine.kelley@usace.army.mil. **Please refer to file number MVS-2019-54.** The St. Louis District Regulatory Branch is committed to providing quality and timely service to our customers. To help us improve customer service, please take a moment to go to our Customer Service Survey found on our web site at http://corpsmapu.usace.army.mil/cm_apex/f?p=regulatory_survey.

Jaynie G. Doerr
Missouri Section Chief
Regulatory Branch

Copy Furnished:

By email to: Mr. Arron McVicker (arron.mcvicker@skw-inc.com)

Copy Furnished: (electronically w/o enclosures)

Mr. Mike Irwin, MDNR-Water Protection Program
Mr. Jason Daniels, U.S. Environmental Protection Agency
Ms. Amy Rubingh, MDNR-State Historic Preservation Office
Mr. Matt Vitello, Missouri Department of Conservation
Ms. Vona Kuczynksa, U.S. Fish and Wildlife Service

ATTACHMENT A
COMPLETED WORK CERTIFICATION

Date of Issuance: May 3, 2019

File Number: MVS-2019-54

Name of Permittee: Jefferson County Public Sewer District (Mr. Douglas Bjornstad) NW-12

River Basin/County/State: Mississippi/Jefferson County/Missouri

Project Manager: Kelley

Project Location: 38.43784237, -90.54524236

Upon completion of this activity authorized by this permit and any mitigation required by the permit, sign this certification and return it to the following address:

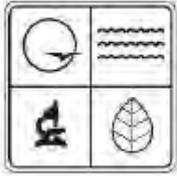
U.S. Army Corps of Engineers
Attn: Regulatory Branch (OD-F)
1222 Spruce Street
St. Louis, Missouri 63103-2833

(Please note that your permitted activity is subject to a compliance inspection by a U.S. Army Corps of Engineers representative. If you fail to comply with this permit, you are subject to permit suspension, modification or revocation.)

I hereby certify that the work authorized by the above referenced permit has been completed in accordance with the terms and conditions of the said permit, and required mitigation was completed in accordance with the permit conditions.

Signature of Permittee

Date



Missouri Department of Natural Resources

CLEAN WATER ACT SECTION 401 WATER QUALITY CERTIFICATION 2017 GENERAL AND SPECIFIC CONDITIONS

Water Protection Program

03/2017

Division of Environmental Quality Acting Director: Steve Feeler

PUB02235

Consistent with Section 401 of the Clean Water Act, these precertified conditions are designed to ensure activities carried out under Nationwide Permits (NWP) authorized by the U.S. Army Corps of Engineers (USACE) do not violate Missouri Water Quality Standards at 10 CSR 20-7.031, resulting in permanent damage to habitat, increased turbidity, reduced bank and channel stability or impacts to the biological and chemical integrity of the waters. Where applicable, these conditions are in addition to, not a replacement for, any federal requirements or conditions.

The conditions outlined in this document apply to those authorized projects where the applicant has chosen to accept these conditions instead of pursuing an individual Clean Water Act Section 401 Water Quality Certification (WQC) for the following NWPs:

- Only General Conditions apply to projects authorized by NWPs 5, 7, 15, 18, 23, 25, 27, 29, 30, 31, 36, 39, 40, 43, 45, and 46.
- Both General and Specific Conditions apply to projects authorized by NWPs 3, 4, 6, 7, 12, 13, 14, 16, 19, 20, 22, 33, 41, 42, 53 and 54.

Alternatively, an applicant may apply for individual WQC if they do not wish to accept the conditions outlined in this document.

Projects authorized by NWPs 17, 21, 32, 34, 37, 38, 44, 48, 49, 50, 51 and 52 require individual WQC by the Department of Natural Resources.

NWPs 1, 2, 8, 9, 10, 11, 28 and 35 authorize projects under Section 10 of the Rivers and Harbors Act of 1899 only. An activity needing only a Section 10 permit may require a WQC if that activity can reasonably be expected to result in any discharge either during construction or operation of the facility. Thus, if the agency determines the activity is likely to result in a discharge during construction or operation, the Department of Natural Resources has the discretion to require a WQC for a Section 10 activity. The USACE will advise a Section 10 permit applicant that they may need a WQC if there is a reasonable expectation that a discharge will occur either during the construction or operation of the project.

Pursuant to Chapter 644.037, RSMo, the Department of Natural Resources shall certify without conditions NWPs as they apply to impacts on wetlands in Missouri.

Pursuant to Chapter 644.038, RSMo, the Department of Natural Resources certifies all NWPs for impacts in all waters of the state without the above-stated or any other conditions for the construction of highways and bridges approved by the Missouri Highway and Transportation Commission. The Memorandum of Understanding of 2016 and any subsequent modifications between the two agencies outline the requirements by which the Missouri Department of Transportation will design and construct projects in order to protect the water quality of waters of the state.

GENERAL CONDITIONS

1. NWPs shall not allow the filling of jurisdictional springs such as those associated with a water body's point of origin or located in a streambed.
2. Acquisition of NWPs and the attendant WQCs shall not be construed or interpreted to imply the requirements for other permits are replaced or superseded, including Clean Water Act Section 402 National Pollutant Discharge Elimination System Permits for land disturbance or return water from material deposition. Permits or any other requirements shall remain in effect. Applicants with questions are encouraged to contact the Department of Natural Resources' regional office in the project area. A regional office map with contact information can be located at www.dnr.mo.gov/regions/regions.htm.

3. Care shall be taken to keep machinery out of the water way as much as possible. If work in the water way is unavoidable, it shall be performed in a way that minimizes the duration and amount of any disturbance to banks, substrate and vegetation to prevent increases in turbidity. Fuel, oil and other petroleum products, equipment, construction materials and any solid waste shall not be stored below the ordinary high water mark at any time or in the adjacent flood-prone areas beyond normal working hours. All precautions shall be taken to avoid the release of wastes or fuel to streams and other adjacent waters as a result of this operation.
4. Petroleum products spilled into any water or on the banks where the material may enter waters of the state shall be immediately cleaned up and disposed of properly. Any such spills of petroleum shall be reported as soon as possible, but no later than 24 hours after discovery to the Department of Natural Resources' Environmental Emergency Response number at 573-634-2436 or website at <http://dnr.mo.gov/env/esp/esp-eer.htm>.
5. Only clean, nonpolluting fill shall be used. The following materials are not suitable where contact with water is expected such as for bank stabilization, and shall not be used due to their potential to cause violations of the general and numeric criteria of the Water Quality Standards:
 - a. Earthen fill, gravel, broken concrete where the material does not meet the specifications stated in the "Missouri Nationwide Permit Regional Conditions" (http://www.nwk.usace.army.mil/Portals/29/docs/regulatory/nationwidepermits/2017/2017NWP_MORegCon.pdf?ver=2017-03-17-114205-543) and fragmented asphalt, since these materials are usually not substantial enough to withstand erosive flows.
 - b. Concrete with exposed rebar.
 - c. Tires, vehicles or vehicle bodies, construction or demolition debris are solid waste and are excluded from placement in the waters of the state.
 - d. Liquid concrete, including grouted riprap, if not placed as part of an engineered structure.
 - e. Any material containing chemicals that would result in violation of water quality standards.
6. Clearing of vegetation and trees shall be the minimum necessary to accomplish the activity except for the removal of invasive or noxious species and placement of ecologically beneficial practices. A vegetated riparian buffer strip shall be maintained during all stages of the project, including post-construction, from the high bank on either side of the jurisdictional channel to protect water quality and to provide for long-term stability of the stream channel, unless physical barriers prevent such a corridor. For purposes of these NWP, lack of ownership or control of any portion of the riparian buffer strip may be considered a legitimate and discretionary cause to waive this requirement on that portion.
7. An individual WQC is required for any NWP issued on a water that is:
 - a. Listed for a sediment-related impairment, aquatic habitat alteration or unknown impairment as listed in the most current Water Quality Report (Section 305(b) Report) at <http://dnr.mo.gov/env/wpp/waterquality/303d/303d.htm>; or
 - b. Located in or occur within two miles upstream of a designated outstanding state or national resource water as found in 10 CSR 20-7.031, Tables D and E at <http://s1.sos.mo.gov/cmsimages/adrules/csr/current/10csr/10c20-7a.pdf>.

The Department of Natural Resources' geospatial data is available upon request, and all published data is available on the Missouri Spatial Data Information Services website at msdis.missouri.edu/. Additional information to identify the project location, including stream reaches with listed impairments or special water designations, may be obtained from the Department of Natural Resources' Water Protection Program at 573-522-4502.
8. Discharge to designated metropolitan no-discharge streams is prohibited, except as specifically permitted under the Water Quality Standards, 10 CSR 20-7.031, and non-contaminated stormwater flows. No water contaminant except uncontaminated cooling water, permitted stormwater discharges in compliance with permit conditions, and excess wet-weather bypass discharges not interfering with beneficial uses should be discharged to the watersheds of streams listed in 10 CSR 20-7.031, Table F at <http://s1.sos.mo.gov/cmsimages/adrules/csr/current/10csr/10c20-7a.pdf>.
9. A stream's pattern, profile and dimension, including but not limited to sinuosity, slope and channel width, shall be maintained as much as practicable. Streambed gradient shall not be adversely impacted during project construction. No project shall accelerate bed or bank erosion.
10. NWPs authorized by the USACE for which the district engineer waives the impact limit related to linear feet (LF) or width shall require notification to the Department of Natural Resources. The Department of Natural Resources shall

respond within 15 calendar days whether or not individual WQC would be required. This is applicable to NWP's 13, 29, 36, 39, 40, 42, 43, 44, 50, 51, 52 and 54.

11. Proposed projects authorized by the USACE and containing a waiver of any "Missouri Nationwide Permit Regional Condition," except Regional Conditions 2, 3 and 7, shall require an individual WQC by the state.
12. Representatives from the Department of Natural Resources shall be allowed upon request on the project property, which includes the site(s) where the authorized activity takes place and any associated compensatory mitigation site(s), to inspect the authorized activity and mitigation efforts as deemed necessary by the Department of Natural Resources to ensure compliance with WQC conditions and water quality standards. The applicant or their consultant shall submit any requested information deemed necessary by the Department of Natural Resources to ensure compliance with WQC conditions.
13. After avoidance and minimization for the project, all unavoidable, adverse impacts shall be mitigated appropriately based on type and extent of impact.
 - a. Mitigation for loss of aquatic resources shall be in conformance with the currently approved "Missouri Stream Mitigation Method" and/or other mitigation guidance approved for use in Missouri. Mitigation guidance documents can be located online at www.nwk.usace.army.mil/Missions/RegulatoryBranch/StateofMissouri.
 - b. Mitigation shall be within the state of Missouri.
 - c. The applicant shall comply with the higher value of compensatory mitigation required by either the Department of Natural Resources or the USACE, but not both unless explicitly noted.
 - d. Stream impacts shall require compensatory mitigation with only in-stream or riparian corridor credits, unless the Department of Natural Resources agrees to an alternative.
14. Antidegradation requirements dictate all appropriate and reasonable Best Management Practices related to erosion and sediment control, project stabilization and prevention of water quality degradation are applied and maintained; for example, preserving vegetation, streambank stability and basic drainage. Best Management Practices shall be properly installed prior to conducting authorized activities and maintained, repaired and/or replaced as needed during all phases of the project to limit the amount of discharge of water contaminants to waters of the state. The project shall not involve more than normal stormwater or incidental loading of sediment caused by project activities so as to comply with Missouri's general water quality criteria [10 CSR 20-7.031(4); Page 15 at <http://www.sos.mo.gov/cmsimages/adrules/csr/current/10csr/10c20-7a.pdf>].
15. Channelization of streams is not allowed under this precertification:
 - a. Channelization includes but is not limited to reducing the length of the channel, widening the channel for increased water storage or flow, and/or construction of hard structures which concentrate flow.
 - b. Bank stabilization activities along one bank of a stream are permitted, including but not limited to, bank sloping and riprapping.
 - c. The redirection of flow by excavation of the opposite bank or a streambed is considered a channel modification and is prohibited.
16. No new or expanded wet stormwater retention basins or similar impoundment structures may be constructed unless they are located off-channel. In-channel dry stormwater detention basins are allowable if the stream channel is either temporarily or not adversely affected by the basin.
17. Any waste concrete or concrete rinsate shall be disposed of in a manner that does not result in any discharge to the jurisdictional waterways.

SPECIFIC CONDITIONS

18. Nationwide Permit 3 *Maintenance*
 - a. Silt, sediment and debris removal shall be limited to a maximum of 100 LF upstream and 100 LF downstream of structures.
 - b. During dewatering, water shall not be returned directly to the water way but shall be pumped upland and filtered through an appropriate treatment device as prescribed in any existing separate permit authorizing the discharge of return water. If, however, instream flow is 1 cubic foot per second (cfs) or greater and the return rate is set at 1 cfs or less, return may be made directly to the stream.
19. Nationwide Permit 4 *Fish and Wildlife Harvesting, Enhancement, and Attraction Devices and Activities*

Any inorganic or extraneous debris such as may be found on Christmas trees shall be removed to qualify as clean, nonpolluting fill.

20. Nationwide Permit 6 Survey Activities

Water, fines and excavated materials displaced by activities such as borings, shall not be returned directly to the water way, but shall be pumped upland and filtered through an appropriate treatment device as prescribed in any existing separate permit authorizing the discharge of return water.

21. Nationwide Permit 7 Outfall Structures and Associated Intake Structures

WQC does not replace or negate the need to obtain any required state permits under the Missouri Clean Water Law (Chapter 644, RSMo) for construction of wastewater treatment facility components including outfall structures; permits to release wastewater effluents; or for the construction of components related to public water supplies including intake structures as may be required by the Missouri Safe Drinking Water Law (Chapter 640, RSMo).

22. Nationwide Permit 12 Utility Line Activities

- a. For utility crossings that must disturb a water body, work shall be conducted in such a manner as to seal off the work area from flow and minimize sediment transport.
- b. Material resulting from activity may not be temporarily side-cast into waters of the state for more than one month.
- c. Directional boring to avoid impacts to waters of the state is recommended.
- d. Drilling mud and/or other materials shall not be discharged into waters of the state. Best Management Practices shall be implemented to prevent possible discharges from reaching waters of the state. In the event materials are inadvertently discharged to waters of the state, notification to the Department of Natural Resources is required within 24 hours by calling 573-522-4502. Restoration of the impacted water(s) may be required.
- e. Utility line crossings shall be placed as close to perpendicular as possible, and be limited to a maximum crossing length of no more than one and one-half times the width of the stream.
- f. New utilities lines, when considering the project as a whole, which (1) Cross more than one jurisdictional water resulting in greater than 500 LF and/or 0.50 acre of impact to jurisdictional waters as a project total, and (2) Travel through more than two county jurisdictions or more than one state jurisdiction shall be viewed as a whole project in the WQC process and require individual WQC of all crossings, except crossings utilizing directional boring.

23. Nationwide Permit 13 Bank Stabilization

Innovative stabilization approaches require consultation with the Department of Natural Resources prior to approval and may require an individual WQC. The permittee shall invite the USACE and the Department of Natural Resources as well as the other state and federal resource agencies to examine innovative approaches.

24. Nationwide Permit 14 Linear Transportation Projects

- a. The permittee must propose and employ measures to mitigate the removal of impounded sediment (e.g., sand, gravel) in the unstable area upstream of a proposed project to prevent it from being transported downstream and/or construct a notched weir to slow the release of impounded sediment from upstream of the proposed project. Accumulated gravel may be allowed to naturally deposit into downstream plunge pool voids. Consultation with a hydrologist or other scientist is recommended if the amount of accumulated unconsolidated gravel exceeds the volume of plunge pool voids.
- b. Where this NWP is used to authorize bridge and culvert structures, stream channel work is limited to a maximum of 100 feet upstream and a maximum of 100 feet downstream of the bridge or culvert. For purposes of this condition, a channel modification is any activity that alters the width, depth, length and/or sinuosity of a water way.

25. Nationwide Permit 16 Return Water from Upland Contained Disposal Areas

These activities could have specific tasks or processes involved which may require the acquisition of separate general or site specific permits. All applicants shall contact the Department of Natural Resources' Water Protection Program at 573-522-4502 to determine any specific requirements which may or may not require an individual WQC.

26. Nationwide Permit 19 Minor Dredging

These activities could have specific tasks or processes involved which may require the acquisition of separate general or site specific permits. All applicants shall contact the Department of Natural Resources' Water Protection Program at 573-522-4502 to determine any specific requirements which may or may not require an individual WQC.

27. Nationwide Permit 20 Response Operations for Oil and Hazardous Substances

- a. These activities could have specific tasks or processes involved which may require the acquisition of separate general or site specific permits. All applicants shall contact the Department of Natural Resources' Water Protection Program at 573-522-4502 to determine any specific requirements which may or may not require an individual WQC.
- b. Oil and hazardous substance releases are to be reported to the Department of Natural Resources' Environmental Emergency Response number at 573-634-2436. Continue to report updates with regard to the containment and cleanup of releases.

28. Nationwide Permit 22 Removal of Vessels

Use of this NWP in Missouri is limited to removal actions only and shall not be used for any disposal of vessel.

29. Nationwide Permit 33 Temporary Construction, Access and Dewatering

- a. The use of this NWP shall be limited to impacts of six months or less in duration.
- b. Any removal of accumulated sediment (e.g., sand, gravel) upstream of a proposed project shall be limited to the quantity necessary to relieve any obstruction or to protect downstream habitat. The permittee must propose and employ measures to mitigate the removal of impounded sediment in the unstable area upstream of a proposed project to prevent it from being transported downstream and/or construct a notched weir to slow the release of impounded sediment from upstream of the proposed project.

30. Nationwide Permit 41 Reshaping Existing Drainage Ditches

- a. Material from the reshaping activities shall not be side-cast into any jurisdictional waters.
- b. Removal of vegetation shall be the minimum necessary to conduct approved activity except for the removal of invasive or noxious species. The Department of Natural Resources encourages deep-rooted vegetation to be maintained on at least one side of the water way to protect water quality; for example, leaving trees on the west side to prevent temperature exceedances in the water way.

31. Nationwide Permit 42 Recreational Facilities

The vegetated riparian buffer strip to be maintained from the high bank on either side of the jurisdictional channel may be used in part for the construction of public recreational trails, including those constructed to standards set by the Americans with Disabilities Act (ADA).

32. Nationwide Permit 53 Removal of Low-Head Dams

- a. The permittee must propose and employ measures to mitigate the removal of impounded sediment (e.g., sand, gravel) in the unstable area upstream of a proposed project to prevent it from being transported downstream and/or construct a notched weir to slow the release of impounded sediment from upstream of the proposed project. Accumulated gravel may be allowed to naturally deposit into downstream plunge pool voids. Consultation with a hydrologist or other scientist is recommended if the amount of accumulated unconsolidated gravel exceeds the volume of plunge pool voids.
- b. Stream channel work is limited to a maximum of 100 feet upstream and a maximum of 100 feet downstream of the dam.
- c. Restoration of the stream channel to its former, natural state is authorized. Individual WQC is required for non-natural channel modifications. For purposes of this condition, a channel modification is any activity that alters the width, depth, length and/or sinuosity of a water way.

33. Nationwide Permit 54 Living Shorelines

Innovative stabilization approaches require consultation with the Department of Natural Resources prior to approval and may require an individual WQC. Invite the USACE and the Department of Natural Resources as well as the other state and federal resource agencies to examine innovative approaches.

Applications for WQC should be sent to the Department of Natural Resources, Water Protection Program, P.O. Box 176, Jefferson City, MO 65102-0176, or electronically to wpsc401cert@dnr.mo.gov. A complete application consists of the application submitted to the USACE as well as additional information necessary for a complete review of the project. This may include but is not limited to topographical maps, locational maps, engineering plans, project diagrams and where applicable mitigation plans [Section 644.026.26, RSMo and 10 CSR 20-6.060(5)].

An issued WQC becomes part of and expires with the Section 404 and/or Section 10 permit unless explicitly stated in the WQC. Consultation with the Department of Natural Resources is required should the permit require modification. Not all permit modifications require the WQC to be modified or reissued. For example when a permit expiration date is extended or the permit is reissued and there are no changes to the original project or water quality standards, the WQC may remain valid for that project.

The Department of Natural Resources encourages, but does not require the permittee to consider environmentally-friendly design techniques to include stormwater management strategies that maintain or restore the original site hydrology through infiltration, evaporation or reuse of stormwater. Designs might include creating vegetated swales or rain gardens, or using porous pavement. More information can be found at these websites: www.epa.gov/owow/NPS/lid/ and www.lid-stormwater.net/lid_techniques.htm.

The Department of Natural Resources encourages the use of native vegetation to protect impacted areas from future water quality concerns. Native vegetation has evolved with Missouri's geology, climate and wildlife to occur within a region as a result of natural processes rather than human intervention. For areas where direct impacts to streams are to be avoided, the Department of Natural Resources recommends a minimum riparian buffer strip width of 50 feet as measured from top of bank.

The following publication provides guidance on how to protect water quality through Best Management Practices on project sites. For more information, please read: "Protecting Water Quality: A field guide to erosion, sediment and stormwater best management practices for development sites in Missouri and Kansas" dated January 2011 and located online at <http://dnr.mo.gov/env/wpp/wpcp-guide.htm>.

To help determine if a proposed activity could encounter species or sites of conservation concern within or near a project, including those that have not been recorded, the applicant is encouraged to visit:

- Missouri Department of Conservation's "Natural Heritage Review" website at <https://naturalheritagereview.mdc.mo.gov/>, and
- U.S. Fish and Wildlife Service's "Information, Planning and Conservation" website at <http://ecos.fws.gov/ipac/>.

If the proposed project encounters and will potentially affect a species of concern, please report it to the Missouri Department of Conservation and the U.S. Fish and Wildlife Service.

For more information
Missouri Department of Natural Resources
Water Protection Program
P.O. Box 176
Jefferson City, MO 65102-0176
wpsc401cert@dnr.mo.gov
800-361-4827 or 573-522-4502
<http://www.dnr.mo.gov/env/wpp>



2017 Nationwide Permit Summary

U.S Army Corps
Of Engineers
St. Louis District

Issued: March 19, 2017

Expires: March 18, 2022

No. 12 Utility Line Activities (NWP Final Notice, 82 FR, 1985)

Activities required for the construction, maintenance, repair, and removal of utility lines and associated facilities in waters of the United States, provided the activity does not result in the loss of greater than 1/2-acre of waters of the United States for each single and complete project.

Utility lines: This NWP authorizes discharges of dredged or fill material into waters of the United States and structures or work in navigable waters for crossings of those waters associated with the construction, maintenance, or repair of utility lines, including outfall and intake structures. There must be no change in pre-construction contours of waters of the United States. A "utility line" is defined as any pipe or pipeline for the transportation of any gaseous, liquid, liquescent, or slurry substance, for any purpose, and any cable, line, or wire for the transmission for any purpose of electrical energy, telephone, and telegraph messages, and internet, radio, and television communication. The term "utility line" does not include activities that drain a water of the United States, such as drainage tile or french drains, but it does apply to pipes conveying drainage from another area.

Material resulting from trench excavation may be temporarily sidecast into waters of the United States for no more than three months, provided the material is not placed in such a manner that it is dispersed by currents or other forces. The district engineer may extend the period of temporary side casting for no more than a total of 180 days, where appropriate. In wetlands, the top 6 to 12 inches of the trench should normally be backfilled with topsoil from the trench. The trench cannot be

constructed or backfilled in such a manner as to drain waters of the United States (e.g., backfilling with extensive gravel layers, creating a french drain effect). Any exposed slopes and stream banks must be stabilized immediately upon completion of the utility line crossing of each waterbody.

Utility line substations: This NWP authorizes the construction, maintenance, or expansion of substation facilities associated with a power line or utility line in non-tidal waters of the United States, provided the activity, in combination with all other activities included in one single and complete project, does not result in the loss of greater than 1/2-acre of waters of the United States. This NWP does not authorize discharges into non-tidal wetlands adjacent to tidal waters of the United States to construct, maintain, or expand substation facilities.

Foundations for overhead utility line towers, poles, and anchors: This NWP authorizes the construction or maintenance of foundations for overhead utility line towers, poles, and anchors in all waters of the United States, provided the foundations are the minimum size necessary and separate footings for each tower leg (rather than a larger single pad) are used where feasible.

Access roads: This NWP authorizes the construction of access roads for the construction and maintenance of utility lines, including overhead power lines and utility line substations, in non-tidal waters of the United States, provided the activity, in combination with all other activities included in one single and complete project, does not cause the loss of greater than 1/2-acre of non-tidal waters of the United States. This NWP does not authorize

discharges into non-tidal wetlands adjacent to tidal waters for access roads. Access roads must be the minimum width necessary (see Note 2, below). Access roads must be constructed so that the length of the road minimizes any adverse effects on waters of the United States and must be as near as possible to pre-construction contours and elevations (e.g., at grade corduroy roads or geotextile/gravel roads). Access roads constructed above pre-construction contours and elevations in waters of the United States must be properly bridged or culverted to maintain surface flows.

This NWP may authorize utility lines in or affecting navigable waters of the United States even if there is no associated discharge of dredged or fill material (See 33 CFR part 322). Overhead utility lines constructed over section 10 waters and utility lines that are routed in or under section 10 waters without a discharge of dredged or fill material require a section 10 permit.

This NWP authorizes, to the extent that Department of the Army authorization is required, temporary structures, fills, and work necessary for the remediation of inadvertent returns of drilling fluids to waters of the United States through sub-soil fissures or fractures that might occur during horizontal directional drilling activities conducted for the purpose of installing or replacing utility lines. These remediation activities must be done as soon as practicable, to restore the affected waterbody. District engineers may add special conditions to this NWP to require a remediation plan for addressing inadvertent returns of drilling fluids to waters of the United States during horizontal directional drilling activities conducted for the purpose of installing or replacing utility lines.

This NWP also authorizes temporary structures, fills, and work, including the use of temporary mats, necessary to conduct the utility line activity.

Appropriate measures must be taken to maintain normal downstream flows and minimize flooding to the maximum extent practicable, when temporary structures, work, and discharges, including cofferdams, are necessary for construction activities, access fills, or dewatering of construction sites. Temporary fills must consist of materials, and be placed in a manner, that will not be eroded by expected high flows. After construction, temporary fills must be removed in their entirety and the affected areas returned to pre-construction elevations. The areas affected by temporary fills must be revegetated, as appropriate.

Notification: The permittee must submit a pre-construction notification to the district engineer prior to commencing the activity if any of the following criteria are met: (1) the activity involves mechanized land clearing in a forested wetland for the utility line right-of-way; (2) a section 10 permit is required; (3) the utility line in waters of the United States, excluding overhead lines, exceeds 500 feet; (4) the utility line is placed within a jurisdictional area (i.e., water of the United States), and it runs parallel to or along a stream bed that is within that jurisdictional area; (5) discharges that result in the loss of greater than 1/10-acre of waters of the United States; (6) permanent access roads are constructed above grade in waters of the United States for a distance of more than 500 feet; or (7) permanent access roads are constructed in waters of the United States with impervious materials. (See general condition 32.) (Authorities: Sections 10 and 404)

Note 1: Where the utility line is constructed or installed in navigable waters of the United States (i.e., section 10 waters) within the coastal United States, the Great Lakes, and United States territories, a copy of the NWP verification will be sent by the Corps to the National Oceanic and Atmospheric Administration (NOAA),

National Ocean Service (NOS), for charting the utility line to protect navigation.

Note 2: For utility line activities crossing a single waterbody more than one time at separate and distant locations, or multiple waterbodies at separate and distant locations, each crossing is considered a single and complete project for purposes of NWP authorization. Utility line activities must comply with 33 CFR 330.6(d).

Note 3: Utility lines consisting of aerial electric power transmission lines crossing navigable waters of the United States (which are defined at 33 CFR part 329) must comply with the applicable minimum clearances specified in 33 CFR 322.5(i).

Note 4: Access roads used for both construction and maintenance may be authorized, provided they meet the terms and conditions of this NWP. Access roads used solely for construction of the utility line must be removed upon completion of the work, in accordance with the requirements for temporary fills.

Note 5: Pipes or pipelines used to transport gaseous, liquid, liquescent, or slurry substances over navigable waters of the United States are considered to be bridges, not utility lines, and may require a permit from the U.S. Coast Guard pursuant to section 9 of the Rivers and Harbors Act of 1899. However, any discharges of dredged or fill material into waters of the United States associated with such pipelines will require a section 404 permit (see NWP 15).

Note 6: This NWP authorizes utility line maintenance and repair activities that do not qualify for the Clean Water Act section 404(f) exemption for maintenance of currently serviceable fills or fill structures.

Note 7: For overhead utility lines authorized by this NWP, a copy of the PCN and NWP verification will be provided to the Department of Defense Siting Clearinghouse, which

will evaluate potential effects on military activities.

Note 8: For NWP 12 activities that require pre-construction notification, the PCN must include any other NWP(s), regional general permit(s), or individual permit(s) used or intended to be used to authorize any part of the proposed project or any related activity, including other separate and distant crossings that require Department of the Army authorization but do not require pre-construction notification (see paragraph (b) of general condition 32). The district engineer will evaluate the PCN in accordance with Section D, "District Engineer's Decision." The district engineer may require mitigation to ensure that the authorized activity results in no more than minimal individual and cumulative adverse environmental effects (see general condition 23).

Nationwide Permit General Conditions

Note: To qualify for NWP authorization, the prospective permittee must comply with the following general conditions, as applicable, in addition to any regional or case-specific conditions imposed by the division engineer or district engineer. Prospective permittees should contact the appropriate Corps district office to determine if regional conditions have been imposed on an NWP. Prospective permittees should also contact the appropriate Corps district office to determine the status of Clean Water Act Section 401 water quality certification and/or Coastal Zone Management Act consistency for an NWP. Every person who may wish to obtain permit authorization under one or more NWPs, or who is currently relying on an existing or prior permit authorization under one or more NWPs, has been and is on notice that all of the provisions of 33 CFR through 330.6 apply to every NWP authorization. Note especially 33 CFR 330.5 relating to the modification, suspension, or revocation of any NWP authorization.

1. Navigation.

(a) No activity may cause more than a minimal adverse effect on navigation.

(b) Any safety lights and signals prescribed by the U.S. Coast Guard, through regulations or otherwise, must be installed and maintained at the permittee's expense on authorized facilities in navigable waters of the United States.

(c) The permittee understands and agrees that, if future operations by the United States require the removal,

relocation, or other alteration, of the structure or work herein authorized, or if, in the opinion of the Secretary of the Army or his authorized representative, said structure or work shall cause unreasonable obstruction to the free navigation of the navigable waters, the permittee will be required, upon due notice from the Corps of Engineers, to remove, relocate, or alter the structural work or obstructions caused thereby, without expense to the United States. No claim shall be made against the United States on account of any such removal or alteration.

2. Aquatic Life Movements. No activity may substantially disrupt the necessary life cycle movements of those species of aquatic life indigenous to the waterbody, including those species that normally migrate through the area, unless the activity's primary purpose is to impound water. All permanent and temporary crossings of waterbodies shall be suitably culverted, bridged, or otherwise designed and constructed to maintain low flows to sustain the movement of those aquatic species. If a bottomless culvert cannot be used, then the crossing should be designed and constructed to minimize adverse effects to aquatic life movements.

3. Spawning Areas. Activities in spawning areas during spawning seasons must be avoided to the maximum extent practicable. Activities that result in the physical destruction (e.g., through excavation, fill, or downstream smothering by substantial turbidity) of an important spawning area are not authorized.

4. Migratory Bird Breeding Areas. Activities in waters of the United States that serve as breeding areas for migratory birds must be avoided to the maximum extent practicable.

5. Shellfish Beds. No activity may occur in areas of concentrated shellfish populations, unless the activity is directly related to a shellfish harvesting activity authorized by NWP 4 and 48, or is a shellfish seeding or habitat restoration activity authorized by NWP 27.

6. Suitable Material. No activity may use unsuitable material (e.g., trash, debris, car bodies, asphalt, etc.). Material used for construction or discharged must be free from toxic pollutants in toxic amounts (see section 307 of the Clean Water Act).

7. Water Supply Intakes. No activity may occur in the proximity of a public water supply intake, except where the activity is for the repair or improvement of public water supply intake structures or adjacent bank stabilization.

8. Adverse Effects From Impoundments. If the activity creates an impoundment of water, adverse effects

to the aquatic system due to accelerating the passage of water, and/or restricting its flow must be minimized to the maximum extent practicable.

9. Management of Water Flows. To the maximum extent practicable, the pre-construction course, condition, capacity, and location of open waters must be maintained for each activity, including stream channelization, storm water management activities, and temporary and permanent road crossings, except as provided below. The activity must be constructed to withstand expected high flows. The activity must not restrict or impede the passage of normal or high flows, unless the primary purpose of the activity is to impound water or manage high flows. The activity may alter the pre-construction course, condition, capacity, and location of open waters if it benefits the aquatic environment (e.g., stream restoration or relocation activities).

10. Fills Within 100-Year Floodplains. The activity must comply with applicable FEMA-approved state or local floodplain management requirements.

11. Equipment. Heavy equipment working in wetlands or mudflats must be placed on mats, or other measures must be taken to minimize soil disturbance.

12. Soil Erosion and Sediment Controls. Appropriate soil erosion and sediment controls must be used and maintained in effective operating condition during construction, and all exposed soil and other fills, as well as any work below the ordinary high water mark or high tide line, must be permanently stabilized at the earliest practicable date. Permittees are encouraged to perform work within waters of the United States during periods of low-flow or no-flow, or during low tides.

13. Removal of Temporary Fills. Temporary fills must be removed in their entirety and the affected areas returned to pre-construction elevations. The affected areas must be revegetated, as appropriate.

14. Proper Maintenance. Any authorized structure or fill shall be properly maintained, including maintenance to ensure public safety and compliance with applicable NWP general conditions, as well as any activity-specific conditions added by the district engineer to an NWP authorization.

15. Single and Complete Project. The activity must be a single and complete project. The same NWP cannot be used more than once for the same single and complete project.

16. Wild and Scenic Rivers.

(a) No NWP activity may occur in a

component of the National Wild and Scenic River System, or in a river officially designated by Congress as a "study river" for possible inclusion in the system while the river is in an official study status, unless the appropriate Federal agency with direct management responsibility for such river, has determined in writing that the proposed activity will not adversely affect the Wild and Scenic River designation or study status.

(b) If a proposed NWP activity will occur in a component of the National Wild and Scenic River System, or in a river officially designated by Congress as a "study river" for possible inclusion in the system while the river is in an official study status, the permittee must submit a pre-construction notification (see general condition 32). The district engineer will coordinate the PCN with the Federal agency with direct management responsibility for that river. The permittee shall not begin the NWP activity until notified by the district engineer that the Federal agency with direct management responsibility for that river has determined in writing that the proposed NWP activity will not adversely affect the Wild and Scenic River designation or study status.

(c) Information on Wild and Scenic Rivers may be obtained from the appropriate Federal land management agency responsible for the designated Wild and Scenic River or study river (e.g., National Park Service, U.S. Forest Service, Bureau of Land Management, U.S. Fish and Wildlife Service). Information on these rivers is also available at: <http://www.rivers.gov/>.

17. Tribal Rights. No NWP activity may cause more than minimal adverse effects on tribal rights (including treaty rights), protected tribal resources, or tribal lands.

18. Endangered Species.

(a) No activity is authorized under any NWP which is likely to directly or indirectly jeopardize the continued existence of a threatened or endangered species or a species proposed for such designation, as identified under the Federal Endangered Species Act (ESA), or which will directly or indirectly destroy or adversely modify the critical habitat of such species. No activity is authorized under any NWP which "may affect" a listed species or critical habitat, unless ESA section 7 consultation addressing the effects of the proposed activity has been completed. Direct effects are the immediate effects on listed species and critical habitat caused by the NWP activity. Indirect effects are those effects on listed species and critical habitat that are caused by the NWP activity and are later in time, but still are reasonably certain to occur.

(b) Federal agencies should follow their own procedures for complying with the requirements of the ESA. If pre-construction notification is required for

the proposed activity, the Federal permittee must provide the district engineer with the appropriate documentation to demonstrate compliance with those requirements. The district engineer will verify that the appropriate documentation has been submitted. If the appropriate documentation has not been submitted, additional ESA section 7 consultation may be necessary for the activity and the respective federal agency would be responsible for fulfilling its obligation under section 7 of the ESA.

(c) Non-federal permittees must submit a pre-construction notification to the district engineer if any listed species or designated critical habitat might be affected or is in the vicinity of the activity, or if the activity is located in designated critical habitat, and shall not begin work on the activity until notified by the district engineer that the requirements of the ESA have been satisfied and that the activity is authorized. For activities that might affect Federally-listed endangered or threatened species or designated critical habitat, the pre-construction notification must include the name(s) of the endangered or threatened species that might be affected by the proposed activity or that utilize the designated critical habitat that might be affected by the proposed activity. The district engineer will determine whether the proposed activity "may affect" or will have "no effect" to listed species and designated critical habitat and will notify the non-Federal applicant of the Corps' determination within 45 days of receipt of a complete pre-construction notification. In cases where the non-Federal applicant has identified listed species or critical habitat that might be affected or is in the vicinity of the activity, and has so notified the Corps, the applicant shall not begin work until the Corps has provided notification that the proposed activity will have "no effect" on listed species or critical habitat, or until ESA section 7 consultation has been completed. If the non-Federal applicant has not heard back from the Corps within 45 days, the applicant must still wait for notification from the Corps.

(d) As a result of formal or informal consultation with the FWS or NMFS the district engineer may add species-specific permit conditions to the NWP.

(e) Authorization of an activity by an NWP does not authorize the "take" of a threatened or endangered species as defined under the ESA. In the absence of separate authorization (e.g., an ESA Section 10 Permit, a Biological Opinion with "incidental take" provisions, etc.) from the FWS or the NMFS, the Endangered Species Act prohibits any person subject to the jurisdiction of the

United States to take a listed species, where "take" means to harass, harm, pursue, hunt, shoot, wound, kill, trap, capture, or collect, or to attempt to engage in any such conduct. The word "harm" in the definition of "take" means an act which actually kills or injures wildlife. Such an act may include significant habitat modification or degradation where it actually kills or injures wildlife by significantly impairing essential behavioral patterns, including breeding, feeding or sheltering.

(f) If the non-federal permittee has a valid ESA section 10(a)(1)(B) incidental take permit with an approved Habitat Conservation Plan for a project or a group of projects that includes the proposed NWP activity, the non-federal applicant should provide a copy of that ESA section 10(a)(1)(B) permit with the PCN required by paragraph (c) of this general condition. The district engineer will coordinate with the agency that issued the ESA section 10(a)(1)(B) permit to determine whether the proposed NWP activity and the associated incidental take were considered in the internal ESA section 7 consultation conducted for the ESA section 10(a)(1)(B) permit. If that coordination results in concurrence from the agency that the proposed NWP activity and the associated incidental take were considered in the internal ESA section 7 consultation for the ESA section 10(a)(1)(B) permit, the district engineer does not need to conduct a separate ESA section 7 consultation for the proposed NWP activity. The district engineer will notify the non-federal applicant within 45 days of receipt of a complete pre-construction notification whether the ESA section 10(a)(1)(B) permit covers the proposed NWP activity or whether additional ESA section 7 consultation is required.

(g) Information on the location of threatened and endangered species and their critical habitat can be obtained directly from the offices of the FWS and NMFS or their world wide Web pages at <http://www.fws.gov/> or <http://www.fws.gov/ipac> and <http://www.nmfs.noaa.gov/pr/species/esa/> respectively.

19. Migratory Birds and Bald and Golden Eagles. The permittee is responsible for ensuring their action complies with the Migratory Bird Treaty Act and the Bald and Golden Eagle Protection Act. The permittee is responsible for contacting appropriate local office of the U.S. Fish and Wildlife Service to determine applicable measures to reduce impacts to migratory birds or eagles, including whether "incidental take" permits are necessary and available under the Migratory Bird Treaty Act or Bald and Golden Eagle Protection Act for a particular activity.

20. Historic Properties.

(a) In cases where the district engineer determines that the activity may have the potential to cause effects to properties listed, or eligible for listing, in the National Register of Historic Places, the activity is not authorized, until the requirements of Section 106 of the National Historic Preservation Act (NHPA) have been satisfied.

(b) Federal permittees should follow their own procedures for complying with the requirements of section 106 of the National Historic Preservation Act. If pre-construction notification is required for the proposed NWP activity, the Federal permittee must provide the district engineer with the appropriate documentation to demonstrate compliance with those requirements. The district engineer will verify that the appropriate documentation has been submitted. If the appropriate documentation is not submitted, then additional consultation under section 106 may be necessary. The respective federal agency is responsible for fulfilling its obligation to comply with section 106.

(c) Non-federal permittees must submit a pre-construction notification to the district engineer if the NWP activity might have the potential to cause effects to any historic properties listed on, determined to be eligible for listing on, or potentially eligible for listing on the National Register of Historic Places, including previously unidentified properties. For such activities, the pre-construction notification must state which historic properties might have the potential to be affected by the proposed NWP activity or include a vicinity map indicating the location of the historic properties or the potential for the presence of historic properties. Assistance regarding information on the location of, or potential for, the presence of historic properties can be sought from the State Historic Preservation Officer, Tribal Historic Preservation Officer, or designated tribal representative, as appropriate, and the National Register of Historic Places (see 33 CFR 330.4(g)).

When reviewing pre-construction notifications, district engineers will comply with the current procedures for addressing the requirements of section 106 of the National Historic Preservation Act. The district engineer shall make a reasonable and good faith effort to carry out appropriate identification efforts, which may include background research, consultation, oral history interviews, sample field investigation, and field survey. Based on the information submitted in the PCN and these identification efforts, the district engineer shall determine whether the proposed NWP activity has the potential to cause effects on the historic properties. Section 106 consultation is not required when the district engineer determines that the

activity does not have the potential to cause effects on historic properties (see 36 CFR 800.3(a)). Section 106 consultation is required when the district engineer determines that the activity has the potential to cause effects on historic properties. The district engineer will conduct consultation with consulting parties identified under 36 CFR 800.2(c) when he or she makes any of the following effect determinations for the purposes of section 106 of the NHPA: no historic properties affected, no adverse effect, or adverse effect. Where the non-Federal applicant has identified historic properties on which the activity might have the potential to cause effects and so notified the Corps, the non-Federal applicant shall not begin the activity until notified by the district engineer either that the activity has no potential to cause effects to historic properties or that NHPA section 106 consultation has been completed.

(d) For non-federal permittees, the district engineer will notify the prospective permittee within 45 days of receipt of a complete pre-construction notification whether NHPA section 106 consultation is required. If NHPA section 106 consultation is required, the district engineer will notify the non-Federal applicant that he or she cannot begin the activity until section 106 consultation is completed. If the non-Federal applicant has not heard back from the Corps within 45 days, the applicant must still wait for notification from the Corps.

(e) Prospective permittees should be aware that section 110k of the NHPA (54 U.S.C. 306113) prevents the Corps from granting a permit or other assistance to an applicant who, with intent to avoid the requirements of section 106 of the NHPA, has intentionally significantly adversely affected a historic property to which the permit would relate, or having legal power to prevent it, allowed such significant adverse effect to occur, unless the Corps, after consultation with the Advisory Council on Historic Preservation (ACHP), determines that circumstances justify granting such assistance despite the adverse effect created or permitted by the applicant. If circumstances justify granting the assistance, the Corps is required to notify the ACHP and provide documentation specifying the circumstances, the degree of damage to the integrity of any historic properties affected, and proposed mitigation. This documentation must include any views obtained from the applicant, SHPO/THPO, appropriate Indian tribes if the undertaking occurs on or affects historic properties on tribal lands or affects properties of interest to those tribes, and other parties known to have a legitimate interest in the impacts to the permitted activity on historic properties.

21. Discovery of Previously Unknown Remains and Artifacts. If you discover any previously unknown historic, cultural or archeological remains and artifacts while accomplishing the activity authorized by this permit, you must immediately notify the district engineer of what you have found, and to the maximum extent practicable, avoid construction activities that may affect the remains and artifacts until the required coordination has been completed. The district engineer will initiate the Federal, Tribal, and state coordination required to determine if the items or remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.

22. Designated Critical Resource Waters. Critical resource waters include, NOAA-managed marine sanctuaries and marine monuments, and National Estuarine Research Reserves. The district engineer may designate, after notice and opportunity for public comment, additional waters officially designated by a state as having particular environmental or ecological significance, such as outstanding national resource waters or state natural heritage sites. The district engineer may also designate additional critical resource waters after notice and opportunity for public comment.

(a) Discharges of dredged or fill material into waters of the United States are not authorized by NHPs 7, 12, 14, 16, 17, 21, 29, 31, 35, 39, 40, 42, 43, 44, 49, 50, 51, and 52 for any activity within, or directly affecting, critical resource waters, including wetlands adjacent to such waters.

(b) For NHPs 3, 8, 10, 13, 15, 18, 19, 22, 23, 25, 27, 28, 30, 33, 34, 36, 37, 38, and 54, notification is required in accordance with general condition 32, for any activity proposed in the designated critical resource waters including wetlands adjacent to those waters. The district engineer may authorize activities under these NHPs only after it is determined that the impacts to the critical resource waters will be no more than minimal.

23. Mitigation. The district engineer will consider the following factors when determining appropriate and practicable mitigation necessary to ensure that the individual and cumulative adverse environmental effects are no more than minimal:

(a) The activity must be designed and constructed to avoid and minimize adverse effects, both temporary and permanent, to waters of the United States to the maximum extent practicable at the project site (*i.e.*, on site).

(b) Mitigation in all its forms (avoiding, minimizing, rectifying, reducing, or compensating for resource losses) will be required to the extent

necessary to ensure that the individual and cumulative adverse environmental effects are no more than minimal.

(c) Compensatory mitigation at a minimum one-for-one ratio will be required for all wetland losses that exceed $1/10$ -acre and require pre-construction notification, unless the district engineer determines in writing that either some other form of mitigation would be more environmentally appropriate or the adverse environmental effects of the proposed activity are no more than minimal, and provides an activity-specific waiver of this requirement. For wetland losses of $1/10$ -acre or less that require pre-construction notification, the district engineer may determine on a case-by-case basis that compensatory mitigation is required to ensure that the activity results in only minimal adverse environmental effects.

(d) For losses of streams or other open waters that require pre-construction notification, the district engineer may require compensatory mitigation to ensure that the activity results in no more than minimal adverse environmental effects. Compensatory mitigation for losses of streams should be provided, if practicable, through stream rehabilitation, enhancement, or preservation, since streams are difficult-to-replace resources (see 33 CFR 332.3(e)(3)).

(e) Compensatory mitigation plans for NWP activities in or near streams or other open waters will normally include a requirement for the restoration or enhancement, maintenance, and legal protection (*e.g.*, conservation easements) of riparian areas next to open waters. In some cases, the restoration or maintenance/protection of riparian areas may be the only compensatory mitigation required. Restored riparian areas should consist of native species.

The width of the required riparian area will address documented water quality or aquatic habitat loss concerns.

Normally, the riparian area will be 25 to 50 feet wide on each side of the stream, but the district engineer may require slightly wider riparian areas to address documented water quality or habitat loss concerns. If it is not possible to restore or maintain/protect a riparian area on both sides of a stream, or if the waterbody is a lake or coastal waters, then restoring or maintaining/protecting a riparian area along a single bank or shoreline may be sufficient. Where both wetlands and open waters exist on the project site, the district engineer will determine the appropriate compensatory mitigation (*e.g.*, riparian areas and/or wetlands compensation) based on what is best for the aquatic environment on a watershed basis. In cases where riparian areas are determined to be the most appropriate form of minimization or compensatory mitigation, the district engineer may

waive or reduce the requirement to provide wetland compensatory mitigation for wetland losses.

(f) Compensatory mitigation projects provided to offset losses of aquatic resources must comply with the applicable provisions of 33 CFR part 332.

(1) The prospective permittee is responsible for proposing an appropriate compensatory mitigation option if compensatory mitigation is necessary to ensure that the activity results in no more than minimal adverse environmental effects. For the NWP, the preferred mechanism for providing compensatory mitigation is mitigation bank credits or in-lieu fee program credits (see 33 CFR 332.3(b)(2) and (3)). However, if an appropriate number and type of mitigation bank or in-lieu credits are not available at the time the PCN is submitted to the district engineer, the district engineer may approve the use of permittee-responsible mitigation.

(2) The amount of compensatory mitigation required by the district engineer must be sufficient to ensure that the authorized activity results in no more than minimal individual and cumulative adverse environmental effects (see 33 CFR 330.1(e)(3)). (See also 33 CFR 332.3(f)).

(3) Since the likelihood of success is greater and the impacts to potentially valuable uplands are reduced, aquatic resource restoration should be the first compensatory mitigation option considered for permittee-responsible mitigation.

(4) If permittee-responsible mitigation is the proposed option, the prospective permittee is responsible for submitting a mitigation plan. A conceptual or detailed mitigation plan may be used by the district engineer to make the decision on the NWP verification request, but a final mitigation plan that addresses the applicable requirements of 33 CFR 332.4(c)(2) through (14) must be approved by the district engineer before the permittee begins work in waters of the United States, unless the district engineer determines that prior approval of the final mitigation plan is not practicable or not necessary to ensure timely completion of the required compensatory mitigation (see 33 CFR 332.3(k)(3)).

(5) If mitigation bank or in-lieu fee program credits are the proposed option, the mitigation plan only needs to address the baseline conditions at the impact site and the number of credits to be provided.

(6) Compensatory mitigation requirements (e.g., resource type and amount to be provided as compensatory mitigation, site protection, ecological performance standards, monitoring requirements) may be addressed through conditions added to the NWP authorization, instead of components of a compensatory mitigation plan (see 33 CFR

332.4(c)(1)(ii)).

(g) Compensatory mitigation will not be used to increase the acreage losses allowed by the acreage limits of the NWPs. For example, if an NWP has an acreage limit of 1/2-acre, it cannot be used to authorize any NWP activity resulting in the loss of greater than 1/2-acre of waters of the United States, even if compensatory mitigation is provided that replaces or restores some of the lost waters. However, compensatory mitigation can and should be used, as necessary, to ensure that an NWP activity already meeting the established acreage limits also satisfies the no more than minimal impact requirement for the NWPs.

(h) Permittees may propose the use of mitigation banks, in-lieu fee programs, or permittee-responsible mitigation. When developing a compensatory mitigation proposal, the permittee must consider appropriate and practicable options consistent with the framework at 33 CFR 332.3(b). For activities resulting in the loss of marine or estuarine resources, permittee-responsible mitigation may be environmentally preferable if there are no mitigation banks or in-lieu fee programs in the area that have marine or estuarine credits available for sale or transfer to the permittee. For permittee-responsible mitigation, the special conditions of the NWP verification must clearly indicate the party or parties responsible for the implementation and performance of the compensatory mitigation project, and, if required, its long-term management.

(i) Where certain functions and services of waters of the United States are permanently adversely affected by a regulated activity, such as discharges of dredged or fill material into waters of the United States that will convert a forested or scrub-shrub wetland to a herbaceous wetland in a permanently maintained utility line right-of-way, mitigation may be required to reduce the adverse environmental effects of the activity to the no more than minimal level.

24. Safety of Impoundment Structures. To ensure that all impoundment structures are safely designed, the district engineer may require non-Federal applicants to demonstrate that the structures comply with established state dam safety criteria or have been designed by qualified persons. The district engineer may also require documentation that the design has been independently reviewed by similarly qualified persons, and appropriate modifications made to ensure safety.

25. Water Quality. Where States and authorized Tribes, or EPA where applicable, have not previously certified compliance of an NWP with CWA section

401, individual 401 Water Quality Certification must be obtained or waived (see 33 CFR 330.4(c)). The district engineer or State or Tribe may require additional water quality management measures to ensure that the authorized activity does not result in more than minimal degradation of water quality.

26. Coastal Zone Management. In coastal states where an NWP has not previously received a state coastal zone management consistency concurrence, an individual state coastal zone management consistency concurrence must be obtained, or a presumption of concurrence must occur (see 33 CFR 330.4(d)). The district engineer or a State may require additional measures to ensure that the authorized activity is consistent with state coastal zone management requirements.

27. Regional and Case-By-Case Conditions. The activity must comply with any regional conditions that may have been added by the Division Engineer (see 33 CFR 330.4(e)) and with any case specific conditions added by the Corps or by the state, Indian Tribe, or U.S. EPA in its section 401 Water Quality Certification, or by the state in its Coastal Zone Management Act consistency determination.

28. Use of Multiple Nationwide Permits. The use of more than one NWP for a single and complete project is prohibited, except when the acreage loss of waters of the United States authorized by the NWPs does not exceed the acreage limit of the NWP with the highest specified acreage limit. For example, if a road crossing over tidal waters is constructed under NWP 14, with associated bank stabilization authorized by NWP 13, the maximum acreage loss of waters of the United States for the total project cannot exceed 1/3-acre.

29. Transfer of Nationwide Permit Verifications. If the permittee sells the property associated with a nationwide permit verification, the permittee may transfer the nationwide permit verification to the new owner by submitting a letter to the appropriate Corps district office to validate the transfer. A copy of the nationwide permit verification must be attached to the letter, and the letter must contain the following statement and signature:

"When the structures or work authorized by this nationwide permit are still in existence at the time the property is transferred, the terms and conditions of this nationwide permit, including any special conditions, will continue to be binding on the new owner(s) of the property. To validate the transfer of this nationwide permit and the associated liabilities associated with compliance with its terms and conditions, have the transferee sign and date below."

(Transferee)

(Date)

30. Compliance Certification. Each permittee who receives an NWP verification letter from the Corps must provide a signed certification documenting completion of the authorized activity and implementation of any required compensatory mitigation. The success of any required permittee-responsible mitigation, including the achievement of ecological performance standards, will be addressed separately by the district engineer. The Corps will provide the permittee the certification document with the NWP verification letter. The certification document will include:

(a) A statement that the authorized activity was done in accordance with the NWP authorization, including any general, regional, or activity-specific conditions;

(b) A statement that the implementation of any required compensatory mitigation was completed in accordance with the permit conditions. If credits from a mitigation bank or in-lieu fee program are used to satisfy the compensatory mitigation requirements, the certification must include the documentation required by 33 CFR 332.3(l)(3) to confirm that the permittee secured the appropriate number and resource type of credits; and

(c) The signature of the permittee certifying the completion of the activity and mitigation. The completed certification document must be submitted to the district engineer within 30 days of completion of the authorized activity or the implementation of any required compensatory mitigation, whichever occurs later.

31. Activities Affecting Structures or Works Built by the United States. If an NWP activity also requires permission from the Corps pursuant to 33 U.S.C. 408 because it will alter or temporarily or permanently occupy or use a U.S. Army Corps of Engineers (USACE) federally authorized Civil Works project (a "USACE project"), the prospective permittee must submit a pre-construction notification. See paragraph (b)(10) of general condition 32. An activity that requires section 408 permission is not authorized by NWP until the appropriate Corps office issues the section 408 permission to alter, occupy, or use the USACE project, and the district engineer issues a written NWP verification.

32. Pre-Construction Notification.

(a) *Timing.* Where required by the terms of the NWP, the prospective permittee must notify the district

engineer by submitting a pre-construction notification (PCN) as early as possible. The district engineer must determine if the PCN is complete within 30 calendar days of the date of receipt and, if the PCN is determined to be incomplete, notify the prospective permittee within that 30 day period to request the additional information necessary to make the PCN complete. The request must specify the information needed to make the PCN complete. As a general rule, district engineers will request additional information necessary to make the PCN complete only once. However, if the prospective permittee does not provide all of the requested information, then the district engineer will notify the prospective permittee that the PCN is still incomplete and the PCN review process will not commence until all of the requested information has been received by the district engineer. The prospective permittee shall not begin the activity until either:

(1) He or she is notified in writing by the district engineer that the activity may proceed under the NWP with any special conditions imposed by the district or division engineer; or

(2) 45 calendar days have passed from the district engineer's receipt of the complete PCN and the prospective permittee has not received written notice from the district or division engineer. However, if the permittee was required to notify the Corps pursuant to general condition 18 that listed species or critical habitat might be affected or are in the vicinity of the activity, or to notify the Corps pursuant to general condition 20 that the activity might have the potential to cause effects to historic properties, the permittee cannot begin the activity until receiving written notification from the Corps that there is "no effect" on listed species or "no potential to cause effects" on historic properties, or that any consultation required under Section 7 of the Endangered Species Act (see 33 CFR 330.4(f)) and/or section 106 of the National Historic Preservation Act (see 33 CFR 330.4(g)) has been completed. Also, work cannot begin under NWPs 21, 49, or 50 until the permittee has received written approval from the Corps. If the proposed activity requires a written waiver to exceed specified limits of an NWP, the permittee may not begin the activity until the district engineer issues the waiver. If the district or division engineer notifies the permittee in writing that an individual permit is required within 45 calendar days of receipt of a complete PCN, the permittee cannot begin the activity until an individual permit has been obtained. Subsequently, the permittee's right to proceed under the NWP may be modified, suspended, or revoked only in accordance with the procedure set forth in 33 CFR 330.5(d)(2).

(b) *Contents of Pre-Construction Notification:* The PCN must be in writing and include the following information:

(1) Name, address and telephone numbers of the prospective permittee;

(2) Location of the proposed activity;

(3) Identify the specific NWP or NWP(s) the prospective permittee wants to use to authorize the proposed activity;

(4) A description of the proposed activity; the activity's purpose; direct and indirect adverse environmental effects the activity would cause, including the anticipated amount of loss of wetlands, other special aquatic sites, and other waters expected to result from the NWP activity, in acres, linear feet, or other appropriate unit of measure; a description of any proposed mitigation measures intended to reduce the adverse environmental effects caused by the proposed activity; and any other NWP(s), regional general permit(s), or individual permit(s) used or intended to be used to authorize any part of the proposed project or any related activity, including other separate and distant crossings for linear projects that require Department of the Army authorization but do not require pre-construction notification. The description of the proposed activity and any proposed mitigation measures should be sufficiently detailed to allow the district engineer to determine that the adverse environmental effects of the activity will be no more than minimal and to determine the need for compensatory mitigation or other mitigation measures. For single and complete linear projects, the PCN must include the quantity of anticipated losses of wetlands, other special aquatic sites, and other waters for each single and complete crossing of those wetlands, other special aquatic sites, and other waters. Sketches should be provided when necessary to show that the activity complies with the terms of the NWP. (Sketches usually clarify the activity and when provided results in a quicker decision. Sketches should contain sufficient detail to provide an illustrative description of the proposed activity (e.g., a conceptual plan), but do not need to be detailed engineering plans);

(5) The PCN must include a delineation of wetlands, other special aquatic sites, and other waters, such as lakes and ponds, and perennial, intermittent, and ephemeral streams, on the project site. Wetland delineations must be prepared in accordance with the current method required by the Corps. The permittee may ask the Corps to delineate the special aquatic sites and other waters on the project site, but there may be a delay if the Corps does the delineation, especially if the project site is large or contains many wetlands, other special aquatic sites, and

other waters. Furthermore, the 45 day period will not start until the delineation has been submitted to or completed by the Corps, as appropriate;

(6) If the proposed activity will result in the loss of greater than 1/10-acre of wetlands and a PCN is required, the prospective permittee must submit a statement describing how the mitigation requirement will be satisfied, or explaining why the adverse environmental effects are no more than minimal and why compensatory mitigation should not be required. As an alternative, the prospective permittee may submit a conceptual or detailed mitigation plan.

(7) For non-Federal permittees, if any listed species or designated critical habitat might be affected or is in the vicinity of the activity, or if the activity is located in designated critical habitat, the PCN must include the name(s) of those endangered or threatened species that might be affected by the proposed activity or utilize the designated critical habitat that might be affected by the proposed activity. For NWP activities that require pre-construction notification, Federal permittees must provide documentation demonstrating compliance with the Endangered Species Act;

(8) For non-Federal permittees, if the NWP activity might have the potential to cause effects to a historic property listed on, determined to be eligible for listing on, or potentially eligible for listing on, the National Register of Historic Places, the PCN must state which historic property might have the potential to be affected by the proposed activity or include a vicinity map indicating the location of the historic property. For NWP activities that require pre-construction notification, Federal permittees must provide documentation demonstrating compliance with section 106 of the National Historic Preservation Act;

(9) For an activity that will occur in a component of the National Wild and Scenic River System, or in a river officially designated by Congress as a "study river" for possible inclusion in the system while the river is in an official study status, the PCN must identify the Wild and Scenic River or the "study river" (see general condition 16); and

(10) For an activity that requires permission from the Corps pursuant to 33 U.S.C. 408 because it will alter or temporarily or permanently occupy or use a U.S. Army Corps of Engineers federally authorized civil works project, the pre-construction notification must include a statement confirming that the project proponent has submitted a written request for section 408 permission from the Corps office having jurisdiction over that USACE project.

(c) *Form of Pre-Construction Notification:* The standard individual permit application form (Form ENG 4345) may be used, but the completed application form must clearly indicate that it is an NWP PCN and must include all of the applicable information required in paragraphs (b)(1) through (10) of this general condition. A letter containing the required information may also be used. Applicants may provide electronic files of PCNs and supporting materials if the district engineer has established tools and procedures for electronic submittals.

(d) *Agency Coordination:*

(1) The district engineer will consider any comments from Federal and state agencies concerning the proposed activity's compliance with the terms and conditions of the NWPs and the need for mitigation to reduce the activity's adverse environmental effects so that they are no more than minimal.

(2) Agency coordination is required for: (i) all NWP activities that require pre-construction notification and result in the loss of greater than 1/2-acre of waters of the United States; (ii) NWP 21, 29, 39, 40, 42, 43, 44, 50, 51, and 52 activities that require pre-construction notification and will result in the loss of greater than 300 linear feet of stream bed; (iii) NWP 13 activities in excess of 500 linear feet, fills greater than one cubic yard per running foot, or involve discharges of dredged or fill material into special aquatic sites; and (iv) NWP 54 activities in excess of 500 linear feet, or that extend into the waterbody more than 30 feet from the mean low water line in tidal waters or the ordinary high water mark in the Great Lakes.

(3) When agency coordination is required, the district engineer will immediately provide (e.g., via e-mail, facsimile transmission, overnight mail, or other expeditious manner) a copy of the complete PCN to the appropriate Federal or state offices (FWS, state natural resource or water quality agency, EPA, and, if appropriate, the NMFS). With the exception of NWP 37, these agencies will have 10 calendar days from the date the material is transmitted to notify the district engineer via telephone, facsimile transmission, or e-mail that they intend to provide substantive, site-specific comments. The comments must explain why the agency believes the adverse environmental effects will be more than minimal. If so contacted by an agency, the district engineer will wait an additional 15 calendar days before making a decision on the pre-construction notification. The district engineer will fully consider agency comments received within the specified time frame concerning the proposed activity's compliance with the terms and conditions of the NWPs, including the need for mitigation to ensure the net adverse environmental effects of the proposed activity are no more than minimal. The district engineer will provide no response to the resource agency, except as provided below. The district engineer will indicate

in the administrative record associated with each pre-construction notification that the resource agencies' concerns were considered. For NWP 37, the emergency watershed protection and rehabilitation activity may proceed immediately in cases where there is an unacceptable hazard to life or a significant loss of property or economic hardship will occur. The district engineer will consider any comments received to decide whether the NWP 37 authorization should be modified, suspended, or revoked in accordance with the procedures at 33 CFR 330.5.

(4) In cases of where the prospective permittee is not a Federal agency, the district engineer will provide a response to NMFS within 30 calendar days of receipt of any Essential Fish Habitat conservation recommendations, as required by section 305(b)(4)(B) of the Magnuson-Stevens Fishery Conservation and Management Act.

(5) Applicants are encouraged to provide the Corps with either electronic files or multiple copies of pre-construction notifications to expedite agency coordination.

D. District Engineer's Decision

1. In reviewing the PCN for the proposed activity, the district engineer will determine whether the activity authorized by the NWP will result in more than minimal individual or cumulative adverse environmental effects or may be contrary to the public interest. If a project proponent requests authorization by a specific NWP, the district engineer should issue the NWP verification for that activity if it meets the terms and conditions of that NWP, unless he or she determines, after considering mitigation, that the proposed activity will result in more than minimal individual and cumulative adverse effects on the aquatic environment and other aspects of the public interest and exercises discretionary authority to require an individual permit for the proposed activity. For a linear project, this determination will include an evaluation of the individual crossings of waters of the United States to determine whether they individually satisfy the terms and conditions of the NWP(s), as well as the cumulative effects caused by all of the crossings authorized by NWP. If an applicant requests a waiver of the 300 linear foot limit on impacts to streams or of an otherwise applicable limit, as provided for in NWPs 13, 21, 29, 36, 39, 40, 42, 43, 44, 50, 51, 52, or 54, the district engineer will only grant the waiver upon a written determination that the NWP activity will result in only minimal individual and cumulative adverse environmental effects. For those NWPs that have a waivable 300 linear foot limit for losses of intermittent and ephemeral stream bed and a 1/2-acre limit (*i.e.*, NWPs 21, 29, 39, 40, 42, 43, 44, 50, 51, and 52), the loss of intermittent and ephemeral stream bed, plus any other losses of jurisdictional waters and wetlands,

cannot exceed 1/2- acre.

2. When making minimal adverse environmental effects determinations the district engineer will consider the direct and indirect effects caused by the NWP activity. He or she will also consider the cumulative adverse environmental effects caused by activities authorized by NWP and whether those cumulative adverse environmental effects are no more than minimal. The district engineer will also consider site specific factors, such as the environmental setting in the vicinity of the NWP activity, the type of resource that will be affected by the NWP activity, the functions provided by the aquatic resources that will be affected by the NWP activity, the degree or magnitude to which the aquatic resources perform those functions, the extent that aquatic resource functions will be lost as a result of the NWP activity (*e.g.*, partial or complete loss), the duration of the adverse effects (temporary or permanent), the importance of the aquatic resource functions to the region (*e.g.*, watershed or ecoregion), and mitigation required by the district engineer. If an appropriate functional or condition assessment method is available and practicable to use, that assessment method may be used by the district engineer to assist in the minimal adverse environmental effects determination. The district engineer may add case-specific special conditions to the NWP authorization to address site-specific environmental concerns.

3. If the proposed activity requires a PCN and will result in a loss of greater than 1/10-acre of wetlands, the prospective permittee should submit a mitigation proposal with the PCN. Applicants may also propose compensatory mitigation for NWP activities with smaller impacts, or for impacts to other types of waters (*e.g.*, streams). The district engineer will consider any proposed compensatory mitigation or other mitigation measures the applicant has included in the proposal in determining whether the net adverse environmental effects of the proposed activity are no more than minimal. The compensatory mitigation proposal may be either conceptual or detailed. If the district engineer determines that the activity complies with the terms and conditions of the NWP and that the adverse environmental effects are no more than minimal, after considering mitigation, the district engineer will notify the permittee and include any activity-specific conditions in the NWP verification the district engineer deems necessary. Conditions for compensatory mitigation requirements must comply with the appropriate provisions at 33 CFR 332.3(k). The district engineer must approve the final mitigation plan before the permittee commences work in waters

of the United States, unless the district engineer determines that prior approval of the final mitigation plan is not practicable or not necessary to ensure timely completion of the required compensatory mitigation. If the prospective permittee elects to submit a compensatory mitigation plan with the PCN, the district engineer will expeditiously review the proposed compensatory mitigation plan. The district engineer must review the proposed compensatory mitigation plan within 45 calendar days of receiving a complete PCN and determine whether the proposed mitigation would ensure the NWP activity results in no more than minimal adverse environmental effects. If the net adverse environmental effects of the NWP activity (after consideration of the mitigation proposal) are determined by the district engineer to be no more than minimal, the district engineer will provide a timely written response to the applicant. The response will state that the NWP activity can proceed under the terms and conditions of the NWP, including any activity-specific conditions added to the NWP authorization by the district engineer.

4. If the district engineer determines that the adverse environmental effects of the proposed activity are more than minimal, then the district engineer will notify the applicant either: (a) That the activity does not qualify for authorization under the NWP and instruct the applicant on the procedures to seek authorization under an individual permit; (b) that the activity is authorized under the NWP subject to the applicant's submission of a mitigation plan that would reduce the adverse environmental effects so that they are no more than minimal; or (c) that the activity is authorized under the NWP with specific modifications or conditions. Where the district engineer determines that mitigation is required to ensure no more than minimal adverse environmental effects, the activity will be authorized within the 45-day PCN period (unless additional time is required to comply with general conditions 18, 20, and/or 31, or to evaluate PCNs for activities authorized by NWPs 21, 49, and 50), with activity-specific conditions that state the mitigation requirements. The authorization will include the necessary conceptual or detailed mitigation plan or a requirement that the applicant submit a mitigation plan that would reduce the adverse environmental effects so that they are no more than minimal. When compensatory mitigation is required, no work in waters of the United States may occur until the district engineer has approved a specific mitigation plan or has determined that prior approval of a final mitigation plan is not practicable or not necessary to ensure timely completion of

the required compensatory mitigation.

E. Further Information

1. District Engineers have authority to determine if an activity complies with the terms and conditions of an NWP.

2. NWPs do not obviate the need to obtain other federal, state, or local permits, approvals, or authorizations required by law.

3. NWPs do not grant any property rights or exclusive privileges.

4. NWPs do not authorize any injury to the property or rights of others.

5. NWPs do not authorize interference with any existing or proposed Federal project (see general condition 31).

F. Definitions

Best management practices (BMPs): Policies, practices, procedures, or structures implemented to mitigate the adverse environmental effects on surface water quality resulting from development. BMPs are categorized as structural or non-structural.

Compensatory mitigation: The restoration (re-establishment or rehabilitation), establishment (creation), enhancement, and/or in certain circumstances preservation of aquatic resources for the purposes of offsetting unavoidable adverse impacts which remain after all appropriate and practicable avoidance and minimization has been achieved.

Currently serviceable: Useable as is or with some maintenance, but not so degraded as to essentially require reconstruction.

Direct effects: Effects that are caused by the activity and occur at the same time and place.

Discharge: The term "discharge" means any discharge of dredged or fill material into waters of the United States.

Ecological reference: A model used to plan and design an aquatic habitat and riparian area restoration, enhancement, or establishment activity under NWP 27. An ecological reference may be based on the structure, functions, and dynamics of an aquatic habitat type or a riparian area type that currently exists in the region where the proposed NWP 27 activity is located. Alternatively, an ecological reference may be based on a conceptual model for the aquatic habitat type or riparian area type to be restored, enhanced, or established as a result of the proposed NWP 27 activity. An ecological reference takes into account the range of variation of the aquatic habitat type or riparian area type in the region.

Enhancement: The manipulation of the physical, chemical, or biological characteristics of an aquatic resource to heighten, intensify, or improve a specific aquatic resource function(s). Enhancement results in the gain of selected aquatic resource function(s), but may also lead to a decline in other aquatic resource

function(s). Enhancement does not result in a gain in aquatic resource area.

Ephemeral stream: An ephemeral stream has flowing water only during, and for a short duration after, precipitation events in a typical year. Ephemeral stream beds are located above the water table year-round. Groundwater is not a source of water for the stream. Runoff from rainfall is the primary source of water for stream flow.

Establishment (creation): The manipulation of the physical, chemical, or biological characteristics present to develop an aquatic resource that did not previously exist at an upland site. Establishment results in a gain in aquatic resource area.

High Tide Line: The line of intersection of the land with the water's surface at the maximum height reached by a rising tide. The high tide line may be determined, in the absence of actual data, by a line of oil or scum along shore objects, a more or less continuous deposit of fine shell or debris on the foreshore or berm, other physical markings or characteristics, vegetation lines, tidal gages, or other suitable means that delineate the general height reached by a rising tide. The line encompasses spring high tides and other high tides that occur with periodic frequency but does not include storm surges in which there is a departure from the normal or predicted reach of the tide due to the piling up of water against a coast by strong winds such as those accompanying a hurricane or other intense storm.

Historic Property: Any prehistoric or historic district, site (including archaeological site), building, structure, or other object included in, or eligible for inclusion in, the National Register of Historic Places maintained by the Secretary of the Interior. This term includes artifacts, records, and remains that are related to and located within such properties. The term includes properties of traditional religious and cultural importance to an Indian tribe or Native Hawaiian organization and that meet the National Register criteria (36 CFR part 60).

Independent utility: A test to determine what constitutes a single and complete non-linear project in the Corps Regulatory Program. A project is considered to have independent utility if it would be constructed absent the construction of other projects in the project area. Portions of a multi-phase project that depend upon other phases of the project do not have independent utility. Phases of a project that would be constructed even if the other phases were not built can be considered as separate single and complete projects with independent utility.

Indirect effects: Effects that are caused by the activity and are later in time or

farther removed in distance, but are still reasonably foreseeable.

Intermittent stream: An intermittent stream has flowing water during certain times of the year, when groundwater provides water for stream flow. During dry periods, intermittent streams may not have flowing water. Runoff from rainfall is a supplemental source of water for stream flow.

Loss of waters of the United States: Waters of the United States that are permanently adversely affected by filling, flooding, excavation, or drainage because of the regulated activity. Permanent adverse effects include permanent discharges of dredged or fill material that change an aquatic area to dry land, increase the bottom elevation of a waterbody, or change the use of a waterbody. The acreage of loss of waters of the United States is a threshold measurement of the impact to jurisdictional waters for determining whether a project may qualify for an NWP; it is not a net threshold that is calculated after considering compensatory mitigation that may be used to offset losses of aquatic functions and services. The loss of stream bed includes the acres or linear feet of stream bed that are filled or excavated as a result of the regulated activity.

Waters of the United States temporarily filled, flooded, excavated, or drained, but restored to pre-construction contours and elevations after construction, are not included in the measurement of loss of waters of the United States. Impacts resulting from activities that do not require Department of the Army authorization, such as activities eligible for exemptions under section 404(f) of the Clean Water Act, are not considered when calculating the loss of waters of the United States.

Navigable waters: Waters subject to section 10 of the Rivers and Harbors Act of 1899. These waters are defined at 33 CFR part 329.

Non-tidal wetland: A non-tidal wetland is a wetland that is not subject to the ebb and flow of tidal waters. Non-tidal wetlands contiguous to tidal waters are located landward of the high tide line (i.e., spring high tide line).

Open water: For purposes of the NWPs, an open water is any area that in a year with normal patterns of precipitation has water flowing or standing above ground to the extent that an ordinary high water mark can be determined. Aquatic vegetation within the area of flowing or standing water is either non-emergent, sparse, or absent. Vegetated shallows are considered to be open waters. Examples of "open waters" include rivers, streams, lakes, and ponds.

Ordinary High Water Mark: An ordinary high water mark is a line on the shore established by the fluctuations of

water and indicated by physical characteristics, or by other appropriate means that consider the characteristics of the surrounding areas.

Perennial stream: A perennial stream has flowing water year-round during a typical year. The water table is located above the stream bed for most of the year. Groundwater is the primary source of water for stream flow. Runoff from rainfall is a supplemental source of water for stream flow.

Practicable: Available and capable of being done after taking into consideration cost, existing technology, and logistics in light of overall project purposes.

Pre-construction notification: A request submitted by the project proponent to the Corps for confirmation that a particular activity is authorized by nationwide permit. The request may be a permit application, letter, or similar document that includes information about the proposed work and its anticipated environmental effects. Pre-construction notification may be required by the terms and conditions of a nationwide permit, or by regional conditions. A pre-construction notification may be voluntarily submitted in cases where pre-construction notification is not required and the project proponent wants confirmation that the activity is authorized by nationwide permit. *Preservation:* The removal of a threat to, or preventing the decline of, aquatic resources by an action in or near those aquatic resources. This term includes activities commonly associated with the protection and maintenance of aquatic resources through the implementation of appropriate legal and physical mechanisms. Preservation does not result in a gain of aquatic resource area or functions.

Protected tribal resources: Those natural resources and properties of traditional or customary religious or cultural importance, either on or off Indian lands, retained by, or reserved by or for, Indian tribes through treaties, statutes, judicial decisions, or executive orders, including tribal trust resources.

Re-establishment: The manipulation of the physical, chemical, or biological characteristics of a site with the goal of returning natural/historic functions to a former aquatic resource. Re-establishment results in rebuilding a former aquatic resource and results in a gain in aquatic resource area and functions.

Rehabilitation: The manipulation of the physical, chemical, or biological characteristics of a site with the goal of repairing natural/historic functions to a degraded aquatic resource. Rehabilitation results in a gain in aquatic resource function, but does not result in a gain in aquatic resource area.

Restoration: The manipulation of the physical, chemical, or biological characteristics of a site with the goal of returning natural/historic functions to a former or degraded aquatic resource. For the purpose of tracking net gains in aquatic

resource area, restoration is divided into two categories: Re-establishment and rehabilitation.

Riffle and pool complex: Riffle and pool complexes are special aquatic sites under the 404(b)(1) Guidelines. Riffle and pool complexes sometimes characterize steep gradient sections of streams. Such stream sections are recognizable by their hydraulic characteristics. The rapid movement of water over a coarse substrate in riffles results in a rough flow, a turbulent surface, and high dissolved oxygen levels in the water. Pools are deeper areas associated with riffles. A slower stream velocity, a streaming flow, a smooth surface, and a finer substrate characterize pools.

Riparian areas: Riparian areas are lands next to streams, lakes, and estuarine-marine shorelines. Riparian areas are transitional between terrestrial and aquatic ecosystems, through which surface and subsurface hydrology connects riverine, lacustrine, estuarine, and marine waters with their adjacent wetlands, non-wetland waters, or uplands. Riparian areas provide a variety of ecological functions and services and help improve or maintain local water quality. (See general condition 23.)

Shellfish seeding: The placement of shellfish seed and/or suitable substrate to increase shellfish production. Shellfish seed consists of immature individual shellfish or individual shellfish attached to shells or shell fragments (*i.e.*, spat on shell). Suitable substrate may consist of shellfish shells, shell fragments, or other appropriate materials placed into waters for shellfish habitat.

Single and complete linear project: A linear project is a project constructed for the purpose of getting people, goods, or services from a point of origin to a terminal point, which often involves multiple crossings of one or more waterbodies at separate and distant locations. The term "single and complete project" is defined as that portion of the total linear project proposed or accomplished by one owner/developer or partnership or other association of owners/developers that includes all crossings of a single water of the United States (*i.e.*, a single waterbody) at a specific location. For linear projects crossing a single or multiple waterbodies several times at separate and distant locations, each crossing is considered a single and complete project for purposes of NWP authorization. However, individual channels in a braided stream or river, or individual arms of a large, irregularly shaped wetland or lake, etc., are not separate waterbodies, and crossings of such features cannot be considered separately.

Single and complete non-linear project: For non-linear projects, the term "single and complete project" is defined at 33 CFR

330.2(i) as the total project proposed or accomplished by one owner/developer or partnership or other association of owners/developers. A single and complete non-linear project must have independent utility (see definition of "independent utility"). Single and complete non-linear projects may not be "piecemealed" to avoid the limits in an NWP authorization.

Stormwater management: Stormwater management is the mechanism for controlling stormwater runoff for the purposes of reducing downstream erosion, water quality degradation, and flooding and mitigating the adverse effects of changes in land use on the aquatic environment.

Stormwater management facilities: Stormwater management facilities are those facilities, including but not limited to, stormwater retention and detention ponds and best management practices, which retain water for a period of time to control runoff and/or improve the quality (*i.e.*, by reducing the concentration of nutrients, sediments, hazardous substances and other pollutants) of stormwater runoff.

Stream bed: The substrate of the stream channel between the ordinary high water marks. The substrate may be bedrock or inorganic particles that range in size from clay to boulders. Wetlands contiguous to the stream bed, but outside of the ordinary high water marks, are not considered part of the stream bed.

Stream channelization: The manipulation of a stream's course, condition, capacity, or location that causes more than minimal interruption of normal stream processes. A channelized stream remains a water of the United States.

Structure: An object that is arranged in a definite pattern of organization. Examples of structures include, without limitation, any pier, boat dock, boat ramp, wharf, dolphin, weir, boom, breakwater, bulkhead, revetment, riprap, jetty, artificial island, artificial reef, permanent mooring structure, power transmission line, permanently moored floating vessel, piling, aid to navigation, or any other manmade obstacle or obstruction.

Tidal wetland: A tidal wetland is a jurisdictional wetland that is inundated by tidal waters. Tidal waters rise and fall in a predictable and measurable rhythm or cycle due to the gravitational pulls of the moon and sun. Tidal waters end where the rise and fall of the water surface can no longer be practically measured in a predictable rhythm due to masking by other waters, wind, or other effects. Tidal wetlands are located channelward of the high tide line.

Tribal lands: Any lands title to which is either: (1) Held in trust by the United

States for the benefit of any Indian tribe or individual; or (2) held by any Indian tribe or individual subject to restrictions by the United States against alienation.

Tribal rights: Those rights legally accruing to a tribe or tribes by virtue of inherent sovereign authority, unextinguished aboriginal title, treaty, statute, judicial decisions, executive order or agreement, and that give rise to legally enforceable remedies.

Vegetated shallows: Vegetated shallows are special aquatic sites under the 404(b)(1) Guidelines. They are areas that are permanently inundated and under normal circumstances have rooted aquatic vegetation, such as seagrasses in marine and estuarine systems and a variety of vascular rooted plants in freshwater systems.

Waterbody: For purposes of the NWPs, a waterbody is a jurisdictional water of the United States. If a wetland is adjacent to a waterbody determined to be a water of the United States, that waterbody and any adjacent wetlands are considered together as a single aquatic unit (see 33 CFR 328.4(c)(2)). Examples of "waterbodies" include streams, rivers, lakes, ponds, and wetlands.

[FR Doc. 2016-31355 Filed 1-5-17; 8:45 am]

BILLING CODE 3720-58-P

Environmental Permits



Missouri Department of Conservation

Natural Heritage Review Report

December 11, 2019 -- Page 1 of 5

Resource Science Division
P. O. Box 180
Jefferson City, MO 65102
Prepared by: Environmental Review
Coordinator
NaturalHeritageReview@mdc.mo.gov
(573) 522 – 4115 ext. 3182

DOUGLAS BJORNSTAD JEFFERSON COUNTY PUBLIC SEWAR DISTRICT 4632 YEAGER RD. P.O. BOX 632 HILLSBORO, MO 63050	Project type: Location/Scope: County: Query reference: Query received:	Wastewater T43N R4E S26 JEFFERSON JCPSD WEBER HILL TERRACE/WARREN WOODS SANITARY IMPROVEMENT AREA 10/15/2019
--------------------------------------------------------------------------------------------------------------------------	-----------------------------------------------------------------------------------------------------------------------	-----------------------------------------------------------------------------------------------------------------------------

*This NATURAL HERITAGE REVIEW is **not a site clearance letter**. Rather, it identifies public lands and sensitive resources known to have been located close to and/or potentially affected by the proposed project. On-site verification is the responsibility of the project. Natural Heritage records were identified at some date and location. This report considers records near but not necessarily at the project site. Animals move and, over time, so do plant communities. To say "there is a record" does not mean the species/habitat is still there. To say that "there is no record" does not mean a protected species will not be encountered. These records only provide one reference and other information (e.g. wetland or soils maps, on-site inspections or surveys) should be considered. Look for additional information about the biological and habitat needs of records listed in order to avoid or minimize impacts. More information may be found at <http://mdc.mo.gov/discover-nature/places-go/natural-areas> and mdc4.mdc.mo.gov/applications/mofwis/mofwis_search1.aspx.*

Level 3 issues: Records of federal-listed (these are also state-listed) species or critical habitats near the project site:

Natural Heritage records indicate the following federal-listed species near the project area:

Scientific Name	Common Name	Federal & State Listed Status	Proximity (miles)
<i>Epioblasma triquetra</i>	Snuffbox	Endangered	5.3
<i>Lampsilis abrupta</i>	Pink Mucket	Endangered	4.18
<i>Leptodea leptodon</i>	Scaleshell	Endangered	2.69
<i>Margaritifera mondonga</i>	Spectaclecase	Endangered	2.14
<i>Myotis septentrionalis</i>	Northern Long-eared bat	Federal-listed: Threatened State-listed: Endangered	5.9
<i>Plethobasus cyphus</i>	Sheepnose	Endangered	5.64

Meramec River: The Meramec River is home to many species of concern, primarily mussels, including at least four species of federal concern and four more species of state concern. Freshwater mussels are important indicators of water quality and stream degradation, with many in serious decline. These species must be assumed to be present in appropriate habitats in this part of the Meramec River and its floodplain. Every effort should be made to avoid introducing pollution, sediment, or higher volumes of stormwater runoff from the project site, both during construction and after development.

FEDERAL LIST species/habitats are protected under the Federal Endangered Species Act. **Contact** U.S. Fish and Wildlife Service, 101 Park Deville Drive Suite A, Columbia, Missouri 65203-0007; 573-234-2132 for Endangered Species Act coordination and concurrence information.

Level 2 issues: Records of state-listed (not federal-listed) endangered species AND / OR state-ranked (not state-listed endangered) species and natural communities of conservation concern. The Department tracks these species and natural communities due to population declines and/or apparent vulnerability.

Natural Heritage records indicate the following State Endangered Species near the project area:

Scientific Name	Common Name	Proximity (miles)
<i>Cryptobranchus alleganiensis alleganiensis</i>	Eastern Hellbender	2.29
<i>Crystallaria asprella</i>	Crystal Darter	3.7
<i>Elliptio crassidens</i>	Elephantear	4.15
<i>Reginaia eburnus</i>	Ebonyshell	4.16
<i>Simpsonaias ambigua</i>	Salamander Mussel	5.17

Hellbenders: The proposed project occurs near a stream known to include or to provide habitat suitable for Eastern hellbenders (*Cryptobranchus alleganiensis alleganiensis*, state-listed endangered). Hellbenders are strictly aquatic salamanders whose well-being is dependent on high-quality water systems with constant levels of dissolved oxygen, temperature, and flow. These unusual animals are in serious decline, and information about best-management is available at <https://mdc.mo.gov/sites/default/files/downloads/BMP-Eastern-Ozark%20Hellbender.pdf>. Activities that change physical characteristics of rivers and streams (especially introducing silt loads or destabilizing gravel bars) or alter the flow of water should be avoided.

Natural Heritage records indicate the following State Ranked Species:

Scientific Name	Common Name	State Rank	Proximity (miles)
<i>Alasmidonta marginata</i>	Elktoe	S2	2.6
<i>Allium burdickii</i>	Wild Leek	S2	4.4
<i>Alosa alabamae</i>	Alabama Shad	S2	3.65

Scientific Name	Common Name	State Rank	Proximity (miles)
<i>Ambystoma annulatum</i>	Ringed Salamander	S3	5.41
<i>Ammocrypta clara</i>	Western Sand Darter	S2S3	4.66
<i>Anguilla rostrata</i>	American Eel	SU	5.94
<i>Arcidens confragosus</i>	Rock Pocketbook	S3	3.83
<i>Chalbion zimmermanni zimmermanni</i>	A Blue Mud Dauber	SU	5.04
<i>Faxonius harrisonii</i>	Belted Crayfish	S3	2.58
<i>Ligumia recta</i>	Black Sandshell	S2	2.59
<i>Lithobates sylvaticus</i>	Wood Frog	S3	5
<i>Mustela frenata</i>	Long-tailed Weasel	S3	4.78
<i>Notropis buechanani</i>	Ghost Shiner	S2	5.04
<i>Ochrotomys nuttalli</i>	Golden Mouse	S3	5.04
<i>Percina shumardi</i>	River Darter	S3	5.53
<i>Sacaphiopus holbrookii</i>	Eastern Spadefoot	S2	2.57

State Rank Definitions:

- S1: Critically imperiled in the state because of extreme rarity of or because of some factor(s) making it especially vulnerable to extirpation from the state. Typically, 5 or fewer occurrence or very few remaining individuals.
- S2: Imperiled in the state because of rarity or because of some factor(s) making it very vulnerable to extirpation from the state. (6 to 20 occurrences or few remaining individuals).
- S3: Vulnerable in the state means this species is rare and uncommon, or found only in a restricted range (even if abundant in some locations), or because of other factors making it vulnerable to extirpation. Typically, 21 to 100 occurrences or between 3,000 and 10,000 individuals.
- S4: Uncommon but not rare, and usually widespread in the nation or state. Possibly of long-term concern. Usually more than 100 occurrences and more than 10,000 individuals.
- SU: Currently unrankable due to lack of information or due to substantially conflicting information about status or trends.

There are no regulatory requirements associated with this status, but we encourage voluntary stewardship for all these species to minimize the risk of further decline that could lead to listing.

See https://nature.mdc.mo.gov/sites/default/files/downloads/2019_SOCC.pdf for a complete list of species and communities of conservation concern.

STATE ENDANGERED species are listed in and protected under the *Wildlife Code of Missouri* (3CSR10-4.111).

General recommendations related to this project or site, or based on information about the historic range of species (unrelated to any specific heritage records):

- **Gray bats:** Gray bats (*Myotis grisescens*, federal and state-listed endangered) occur in Jefferson County and could occur in the project area, as they forage over streams, rivers, and reservoirs. Avoid entry or disturbance of any cave inhabited by gray bats and when possible retain forest vegetation along the stream and from the gray bat cave opening to the stream.
- Indiana bats (*Myotis sodalis*, federal and state-listed endangered) and Northern long-eared bats (*Myotis septentrionalis*, federal-listed threatened) hibernate during winter months in caves and mines. During the summer months, they roost and raise young under the bark of trees in riparian forests and upland forests near perennial streams. During project activities, avoid degrading stream quality and where possible leave snags standing and preserve mature forest canopy. Do not enter caves known to harbor Indiana bats, especially from September to April. **If any trees need to be removed by your project, please contact the U.S. Fish and Wildlife Service (Ecological Services, 101 Park Deville Drive, Suite A, Columbia, Missouri 65203-0007; Phone 573-234-2132 Ext. 100 for Ecological Services) for further coordination under the Endangered Species Act.**
- **Karst:** Jefferson County has known [karst geologic features](#) (e.g. caves, springs, and sinkholes, all characterized by subterranean water movement). Few karst features are recorded in Natural Heritage records, and ones not noted here may be encountered at the project site or affected by the project. Cave fauna (many of which are species of conservation concern) are influenced by changes to water quality, so check your project site for any karst features and make every effort to protect groundwater in the project area.
- Invasive exotic species are a significant issue for fish, wildlife and agriculture in Missouri. Seeds, eggs, and larvae may be moved to new sites on boats or construction equipment, so inspect and clean equipment thoroughly before moving between project sites.
 - Remove any mud, soil, trash, plants or animals from equipment before leaving any water body or work area.
 - Drain water from boats and machinery that has operated in water, checking motor cavities, live-well, bilge and transom wells, tracks, buckets, and any other water reservoirs.
 - When possible, wash and rinse equipment thoroughly with hard spray or HOT water ($\geq 140^{\circ}$ F, typically available at do-it-yourself carwash sites), and dry in the hot sun before using again.

- **Wastewater:** Clean Water Act permits issued by other agencies ([Missouri DNR](#) or [US Army Corps of Engineers](#)) regulate both construction and operation of wastewater systems, and provide many important protections for fish and wildlife resources throughout the project area and at some distance downstream. Fish and wildlife almost always benefit when unnatural pollutants are removed from water, and concerns are minimal if construction is managed to minimize erosion and sedimentation/runoff to nearby streams and lakes, including adherence to any “Clean Water Permit” conditions. Revegetation of disturbed areas is recommended to minimize erosion, as is restoration with of native plant species compatible with the local landscape and for wildlife needs. Annuals like ryegrass may be combined with native perennials for quicker green-up. Avoid aggressive exotic perennials such as crown vetch and *Sericea lespedeza*.
- Management Recommendations for Construction Projects Affecting Missouri Streams and Rivers is a Conservation Department publication available at <https://mdc.mo.gov/sites/default/files/downloads/page/Streams.pdf>

These recommendations are ones project managers might prudently consider based on a general understanding of species needs and landscape conditions. Natural Heritage records largely reflect only sites visited by specialists in the last 30 years. This means that many privately owned tracts could host unknown remnants of species once but no longer common.





Missouri Department of Conservation

Missouri Department of Conservation's Mission is to protect and manage the forest, fish, and wildlife resources of the state and to facilitate and provide opportunities for all citizens to use, enjoy and learn about these resources.

Natural Heritage Review Level Three Report: Species Listed Under the Federal Endangered Species Act

There are records for species listed under the Federal Endangered Species Act, and possibly also records for species listed Endangered by the state, or Missouri Species and/or Natural Communities of Conservation Concern within or near the the defined Project Area. Please contact the U.S. Fish and Wildlife Service and the Missouri Department of Conservation for further coordination.

Foreword: Thank you for accessing the Missouri Natural Heritage Review Website developed by the Missouri Department of Conservation with assistance from the U.S. Fish and Wildlife Service, the U.S. Army Corps of Engineers, Missouri Department of Transportation and NatureServe. The purpose of this website is to provide information to federal, state and local agencies, organizations, municipalities, corporations and consultants regarding sensitive fish, wildlife, plants, natural communities and habitats to assist in planning, designing and permitting stages of projects.

PROJECT INFORMATION

Project Name and ID Number: JCPSD Weber Hill Terrace/Warren Woods Sanitary Improvement Area #5196

Project Description: Construction of sanitary sewers to connect homes to the public sewer system and eliminate septic tank system.

Project Type: Waste Transfer, Treatment, and Disposal, Liquid waste/Effluent, Sewer line, New - construction in new location

Contact Person: Douglas Bjornstad

Contact Information: dbjornstad@jeffcopsd.org or 636-797-9900

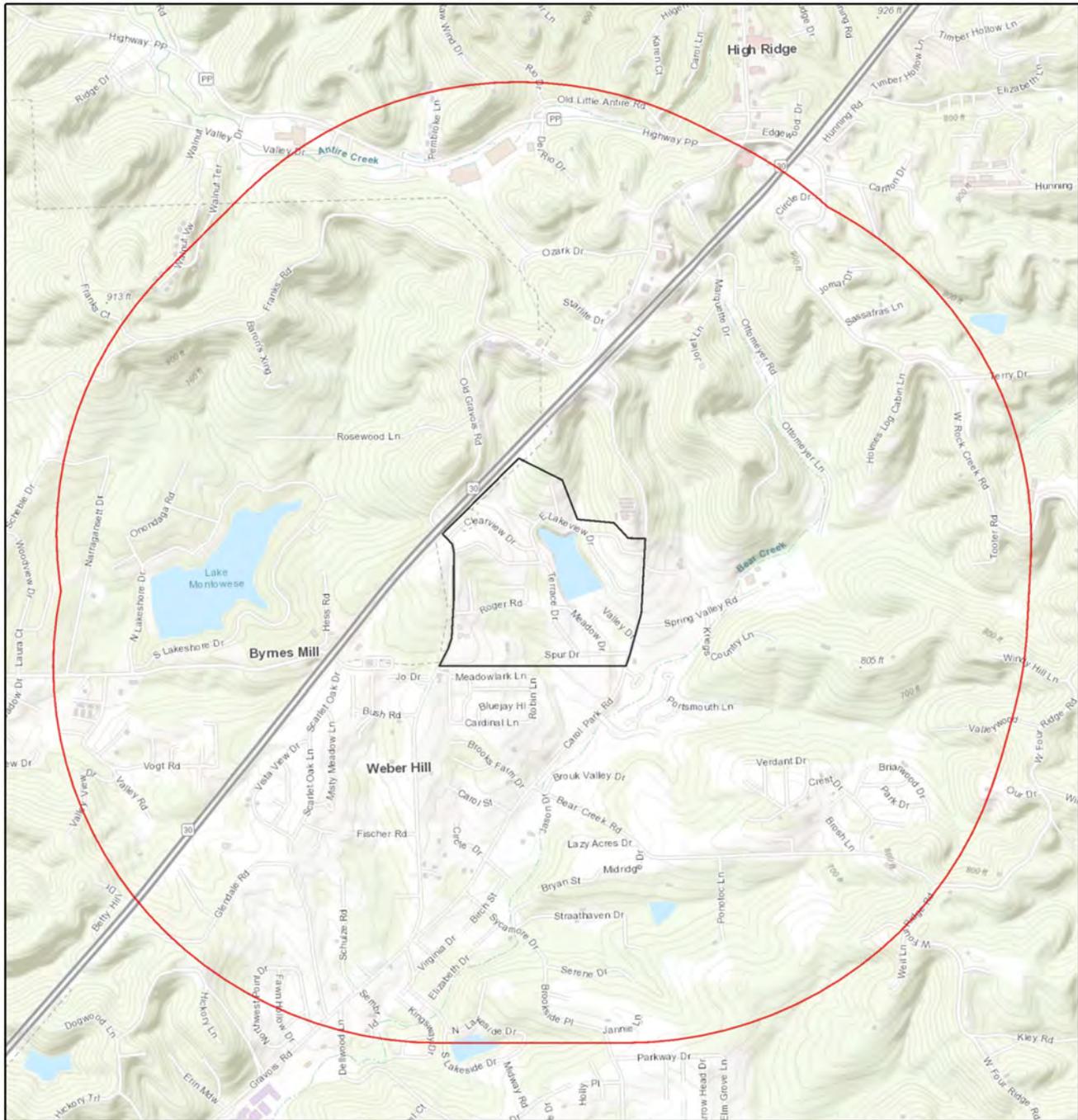
Disclaimer: The NATURAL HERITAGE REVIEW REPORT produced by this website identifies if a species tracked by the Natural Heritage Program is known to occur within or near the area submitted for your project, and shares suggested recommendations on ways to avoid or minimize project impacts to sensitive species or special habitats. If an occurrence record is present, or the proposed project might affect federally listed species, the user must contact the Department of Conservation or U.S. Fish and Wildlife Service for more information. The Natural Heritage Program tracks occurrences of sensitive species and natural communities where the species or natural community has been found. Lack of an occurrence record does not mean that a sensitive plant, animal or natural community is not present on or near the project area. Depending on the project, current habitat conditions, and geographic location in the state, surveys may be necessary. Additionally, because land use conditions change and animals move, the existence of an occurrence record does not mean the species/habitat is still present. Therefore, Reports include information about records near but not necessarily on the project site.

The Natural Heritage Report is not a site clearance letter for the project. It provides an indication of whether or not public lands and sensitive resources are known to be (or are likely to be) located close to the proposed project. Incorporating information from the Natural Heritage Program into project plans is an important step that can help reduce unnecessary impacts to Missouri's sensitive fish, forest and wildlife resources. However, the Natural Heritage Program is only one reference that should be used to evaluate potential adverse project impacts. Other types of information, such as wetland and soils maps and on-site inspections or surveys, should be considered. Reviewing current landscape and habitat information, and species' biological characteristics would additionally ensure that Missouri Species of Conservation Concern are appropriately identified and addressed in planning efforts.

U.S. Fish and Wildlife Service – Endangered Species Act (ESA) Coordination: Lack of a Natural Heritage Program occurrence record for federally listed species in your project area does not mean the species is not present, as the area may never have been surveyed. Presence of a Natural Heritage Program occurrence record does not mean the project will result in negative impacts. The information within this report is not intended to replace Endangered Species Act consultation with the U.S. Fish and Wildlife Service (USFWS) for listed species. Direct contact with the USFWS may be necessary to complete consultation and it is required for actions with a federal connection, such as federal funding or a federal permit; direct contact is also required if ESA concurrence is necessary. Visit the USFWS Information for Planning and Conservation (IPaC) website at <https://ecos.fws.gov/ipac/> for further information. This site was developed to help streamline the USFWS environmental review process and is a first step in ESA coordination. The Columbia Missouri Ecological Field Services Office may be reached at 573-234-2132, or by mail at 101 Park Deville Drive, Suite A, Columbia, MO 65203.

Transportation Projects: If the project involves the use of Federal Highway Administration transportation funds, these recommendations may not fulfill all contract requirements. Please contact the Missouri Department of Transportation at 573-526-4778 or www.modot.mo.gov/ehp/index.htm for additional information on recommendations.

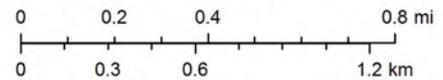
JCPSD Weber Hill Terrace/Warren Woods Sanitary Improvement Area



December 18, 2018

1:23,502

- Project Boundary
- Buffered Project Boundary



Sources: Esri, HERE, Garmin, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), swisstopo, © OpenStreetMap contributors, and the GIS User Community

Species or Communities of Conservation Concern within the Area:

There are records for species listed under the Federal Endangered Species Act, and possibly also records for species listed Endangered by the state, or Missouri Species and/or Natural Communities of Conservation Concern within or near the the defined Project Area. Please contact the U.S. Fish and Wildlife Service and the Missouri Department of Conservation for further coordination.

MDC Natural Heritage Review
Resource Science Division
P.O. Box 180
Jefferson City, MO
65102-0180
Phone: 573-522-4115 ext. 3182
NaturalHeritageReview@mdc.mo.gov

U.S. Fish and Wildlife Service
Ecological Service
101 Park Deville Drive
Suite A
Columbia, MO
65203-0007
Phone: 573-234-2132

Other Special Search Results:

No results have been identified for this project location.

Project Type Recommendations:

Waste Transfer, Treatment, and Disposal - Sewer Line: New, Replacement, Maintenance; [Clean Water Act](#) permits issued by other agencies regulate both construction and operation of wastewater systems, and provide many important protections for fish and wildlife resources throughout the project area and at some distance downstream. Fish and wildlife almost always benefit when unnatural pollutants are removed from water, and concerns are minimal if construction is managed to minimize erosion and sedimentation/runoff to nearby streams and lakes, including adherence to any "Clean Water Permit" conditions.

Cross-country lines affect both plants and wildlife, as do activities necessary to their construction, maintenance and repair. Stream and drainage crossings are primary concerns, and every effort should be made to avoid erosion, silt introduction, petroleum or chemical pollution, and disruption or realignment of stream banks and beds. See <https://mdc.mo.gov/property/pond-stream-care/streams-construction-best-practices> for best management recommendations for in-stream work.

Revegetation of disturbed areas is recommended to minimize erosion, as is restoration with of native plant species compatible with the local landscape and for wildlife needs. Annuals like ryegrass may be combined with native perennials for quicker green-up. Avoid aggressive exotic perennials such as crown vetch and sericea lespedeza.

Project Location and/or Species Recommendations:

Endangered Species Act Coordination - Indiana bats (*Myotis sodalis*, federal- and state-listed endangered) and **Northern long-eared bats** (*Myotis septentrionalis*, federal-listed threatened) may occur near the project area. Both of these species of bats hibernate during winter months in caves and mines. During the summer months, they roost and raise young under the bark of trees in wooded areas, often riparian forests and upland forests near perennial streams. During project activities, avoid degrading stream quality and where possible leave snags standing and preserve mature forest canopy. Do not enter caves known to harbor Indiana bats or Northern long-eared bats, especially from September to April. **If any trees need to be removed for your project, please contact the U.S. Fish and Wildlife Service (Ecological Services, 101 Park Deville Drive, Suite A, Columbia, Missouri 65203-0007; Phone 573-234-2132 ext. 100 for Ecological Services) for further coordination under the Endangered Species Act.**

The project location submitted and evaluated is within the range of the Gray Myotis (i.e., Gray Bat) in Missouri. Depending on habitat conditions of your project's location, Gray Myotis (*Myotis grisescens*, federal and state-listed endangered) could occur within the project area, as they forage over streams, rivers, lakes, and reservoirs. Avoid entry or disturbance of any cave inhabited by Gray Myotis and when possible retain forest vegetation along the stream and from the cave opening to the stream. See <http://mdc.mo.gov/104> for best management recommendations.

Invasive exotic species are a significant issue for fish, wildlife and agriculture in Missouri. Seeds, eggs, and larvae may be moved to new sites on boats or construction equipment. Please inspect and clean equipment thoroughly before moving between project sites. See <http://mdc.mo.gov/9633> for more information.

- Remove any mud, soil, trash, plants or animals from equipment before leaving any water body or work area.
- Drain water from boats and machinery that have operated in water, checking motor cavities, live-well, bilge and transom wells, tracks, buckets, and any other water reservoirs.
- When possible, wash and rinse equipment thoroughly with hard spray or HOT water (?140° F, typically available at do-it-yourself car wash sites), and dry in the hot sun before using again.

Streams and Wetlands – Clean Water Act Permits: Streams and wetlands in the project area should be protected from activities that degrade habitat conditions. For example, soil erosion, water pollution, placement of fill, dredging, in-stream activities, and riparian corridor removal, can modify or diminish aquatic habitats. Streams and wetlands may be protected under the Clean Water Act and require a permit for any activities that result in fill or other modifications to the site. Conditions provided within the U.S. Army Corps of Engineers (USACE) Clean Water Act Section 404 permit (<http://www.nwk.usace.army.mil/Missions/RegulatoryBranch.aspx>) and the Missouri Department of Natural Resources (DNR) issued Clean Water Act Section 401 Water Quality Certification (<http://dnr.mo.gov/env/wpp/401/index.html>), if required, should help minimize impacts to the aquatic organisms and aquatic habitat within the area. Depending on your project type, additional permits may be required by the Missouri Department of Natural Resources, such as permits for stormwater, wastewater treatment facilities, and confined animal feeding operations. Visit <http://dnr.mo.gov/env/wpp/permits/index.html> for more information on DNR permits. Visit both the USACE and DNR for more information on Clean Water Act permitting.

For further coordination with the Missouri Department of Conservation and the U.S. Fish and Wildlife Services, please see the contact information below.

MDC Natural Heritage Review
Resource Science Division
P.O. Box 180
Jefferson City, MO
65102-0180
Phone: 573-522-4115 ext. 3182
NaturalHeritageReview@mdc.mo.gov

U.S. Fish and Wildlife Service
Ecological Service
101 Park Deville Drive
Suite A
Columbia, MO
65203-0007
Phone: 573-234-2132

Miscellaneous Information

FEDERAL Concerns are species/habitats protected under the Federal Endangered Species Act and that have been known near enough to the project site to warrant consideration. For these, project managers must contact the U.S. Fish and Wildlife Service Ecological Services (101 Park Deville Drive Suite A, Columbia, Missouri 65203-0007; Phone 573-234-2132; Fax 573-234-2181) for consultation.

STATE Concerns are species/habitats known to exist near enough to the project site to warrant concern and that are protected under the Wildlife Code of Missouri (RSMo 3 CSR 1 0). "State Endangered Status" is determined by the Missouri Conservation Commission under constitutional authority, with requirements expressed in the Missouri Wildlife Code, rule 3CSR 1 0-4.111. Species tracked by the Natural Heritage Program have a "State Rank" which is a numeric rank of relative rarity. Species tracked by this program and all native Missouri wildlife are protected under rule 3CSR 10-4.110 General Provisions of the Wildlife Code.

Additional information on Missouri's sensitive species may be found at <http://mdc.mo.gov/discover-nature/field-guide/endangered-species>. Detailed information about the animals and some plants mentioned may be accessed at http://mdc4.mdc.mo.gov/applications/mofwis/mofwis_search1.aspx. If you would like printed copies of best management practices cited as internet URLs, please contact the Missouri Department of Conservation.

NPDES SWPPP

**SWPPP Narrative
For
Jefferson County PSD
Weber Hill Terrace/ Warren Woods**

Location: Weber hill Terrace and Warren Woods subdivisions of House Springs, MO. Jefferson County, Township 43N, Range 4E, Section 26

Owner: Jeffco PSD
Doug Bjournstad, P.E. District Manger
4632 Yeager Rd.
Hillsboro, MO. 63050

Project Description:

The “Weber Hill Terrace/Warren Woods” project is taking place to provide public sewer collection service to the home owners in the respective subdivisions. Included in the project are the installation of, 23,400 lineal feet of 1.25-inch, 2-inch, 3-inch and 4-inch pressure sewer main and appurtenances. The proposed sewer main will be trenched and/or bored, creating minimal disturbance. Approximately 9,000 lineal feet of the pressure sewer will be in the street or adjacent to the street and have a gravel surface.

The remaining 14,400 lineal feet will be through existing lawns. Installation of the sewer main will not alter the existing drainage patterns. Therefore, only temporary erosion control structures will be installed where existing topographic conditions necessitate their use. Depending on weather conditions the trench will be temporarily and/or permanently seeded within 7 days if not to be disturbed within 14 days. After final stabilization, the runoff coefficient for the site will be the same as it was prior to construction.

Receiving Streams:

As the entire site encompasses approximately 1/4 square miles, there are numerous unnamed ditches and tributaries that carry storm water from the site to larger creeks. The named creek that ultimately receive storm waters from the site is Bear Creek, and ultimately the Big River. Due to the type of construction, intermingling of off-site stormwater is inevitable. Such intermingling, however, will be of little consequence due to the narrow width of disturbance.

Sequence of Major Activities and Appropriate Controls Implemented:

It is anticipated that the primary erosion controls implemented will be directional boring and temporary/permanent seeding. However, any viable trench stabilization, slope stabilization or perimeter protection measure may be utilized in lieu of those described below provided the BMP performs as intended for erosion control.

1. Construction of below individual grinder pumps and site work.
 - A. Temporary seeding and mulch as needed.
 - B. Concrete wash out pit.

2. Install the sanitary sewer main by using either the trenching or boring method.
 - A. Utilize directional boring techniques at ditch and creek crossings in highly erodible areas to eliminate soil disturbance
 - B. Install rip-rap berms or alternative ditch checks perpendicular to the trench as

shown on the plans and/or where terrain dictates their use to prevent soil erosion in the trench.

- C. Temporarily seed and mulch any trenched areas where soil erosion could occur, e, within 14 days of original excavation. Seed shall be oats from Mar. 1, thru July 31, and winter wheat from Aug. 1 thru November 15, at a rate of 100# per acre. Mulch shall be straw. Stalks being of wheat, rye, oats, or other approved material or method.
3. Flush and test the force main in accordance with local regulations. (Note: Force main flushing is a non-storm water discharge that will occur during construction.)
 - A. Flush water will be directed, through the use of hose(s), away from highly erodible soils and dissipated to prevent soil erosion. A sufficient length of hose will be used to prevent flush water from discharging onto unstabilized or otherwise highly erodible soils.
 4. Install service connections by excavating and tapping the new sanitary sewer main, trenching or boring the new service line as required, connecting to existing laterals and decommissioning septic tanks.
 - A. Each excavation for service connections will be backfilled immediately and seeded (either temporarily or permanently) within 14 days.
 5. After all above construction activities have been completed, any temporary erosion control measures utilized will be removed (except that temporary seeding and mulch may be worked into the soil) and the entire construction site will be graded and permanently seeded and mulched.
 6. Permanent seeding Seed - Seeding shall be done immediately after seedbed preparation. The seed shall be applied at a uniform rate over the entire area. Grass seed shall be fresh, clean, and new crop seed composed of the following varieties mixed in the proportion by weight as shown and testing the minimum percentages of purity and germination indicated. All seed used shall be labeled in accordance with U.S. Department of Agriculture Rules and Regulations under the Federal Act in effect at the time of the installation of the work involved under seeding operations. All seed shall be furnished in sealed standard containers. Seed may be mixed by dealer or by an approved method on the site. Weed seed shall not exceed .35% by weight of the total amount supplied. If seed is mixed on the site, dealer's guaranteed analysis for each variety must be furnished. Individual varieties must be delivered in separate unopened original containers should the CONTRACTOR desire to mix the seed on the site.

The mixture of grass seed used for seeding areas flatter than 3:1 slopes shall consist of the following proportions by weight per acre:

Name	Lbs Per Acre	PercentPercent	
		Purity	Germination
Turf Type			
Fescue	75	98	85

Perennial			
Ryegrass	20	98	90

Areas with slopes 3:1 or steeper shall have an additional seeding of the following kind and quantity of seed:

Name	Lbs per acre	Percent Purity	Percent Germination
Perennial			
Ryegrass	30	98	90

Within 12 hours after seeding, the area shall be rolled at right angles to the runoff with an approved type roller or cultipacker to compact the seedbed and place the seed in contact with the soil.

Mulching - Immediately after rolling of the seedbed, mulch shall be applied to all the earthen embankments, road ditches, drainage swales and any slopes of 3:1 or steeper. Mulch shall be straw of wheat, rye, oats, or other approved stalks and shall be air dried. Hay will not be permitted. Mulch shall be hand or machine applied in a loose enough layer to permit air to circulate but compact enough to reduce erosion. If baled mulch is used, care shall be taken that the material is in a loosened condition and contains no lumps or knots of compacted material.

Compliance with Federal, State, County, and Local Regulations:

In addition to meeting the requirements of this general permit, construction activities related to the “Weber Hill Terrace/Warren Woods” shall comply with any and all Federal, State, County and Local regulations regarding storm water pollution prevention.

Maintenance Procedures:

1. Dirt Berms
 - A. It is anticipated that dirt berms will require minimal maintenance as they are in place primarily to divert the runoff water away from the trench line. However, it may be necessary to reconstruct dirt berms or add additional dirt berms on a given hillside. It will also be necessary to temporarily seed and mulch dirt berms to prevent erosion of the berm itself.
2. Temporary and Permanent Seeding:
 - A. Reseed and re-mulch any areas where initial seeding efforts did not work.
 - B. Any time it is necessary to redistribute the sediment collected against the erosion control structures it will likely also be necessary to reseed and re-mulch the same area.
3. Silt Fence:
 - A. Sediment collected against the silt fence shall be removed and redistributed any

time the sediment exceeds 25% of the silt fence height.

- B. Silt fence shall be inspected for depth of sediment, tears, to ensure fabric is securely attached to fence posts, and to see that the fence posts are firmly in the ground.

4. Inlet Protection:

- A. Inlet and pipe protection shall be placed as indicated on the plans or at every storm sewer inlet/crossroad culvert entrance. All inlet and pipe protection shall be maintained by removing sediment collected and restoring to original condition. Sediment collected against the BMP shall be removed and redistributed any time the sediment exceeds 25% of the BMP's effective height.

5. Ditch Checks:

- A. Ditch checks shall be placed in the ditches as required by field condition. Straw bales, hay bales, and perimeter erosion barrier/silt fence will not be permitted for temporary or permanent ditch checks. Ditch checks shall be composed of aggregate, silt panels, rolled excelsior, urethane foam/geotextile (silt wedges), or earth median. Ditch checks will be maintained by removing silt build up when sediment collected against the BMP shall be removed and redistributed any time the sediment exceeds 25% of the BMP's effective height.

Construction Materials and Site Access:

All materials for construction such as PVC Sanitary sewer main, DI fittings, concrete blocks, etc., and their related containers shall be neatly stored and wastes generated from these materials shall be properly disposed of. To the extent possible, the construction materials shall be stored at one general location in a neat and orderly fashion. This does not, however, prohibit the contractor from laying out pipe, fittings, and/or related appurtenances ahead of the excavation (as per the specifications). Any waste material generated from construction related work shall be placed in dedicated containers or otherwise properly disposed of at the end of each day.

To the extent possible, there shall be a single entrance/exit access point to the material storage site and to any other single site where the contractor will be working for an extended period of time (> 2 weeks). This access point shall consist of an all weather surface to limit the movement of sediment off site.

Inspections:

A qualified individual (as defined by the EPA) shall observe all disturbed areas of the construction site at least once every seven (7) days and within 24-hours of a rainfall event that is 0.5 inches or greater or an equivalent snowfall. The observer shall review the usefulness of each erosion and sediment control measure implemented, shall indicate on the report and notify the contractor of any maintenance required, and shall also note any areas that appear to require additional measures to prevent erosion of disturbed soils. Any apparent revisions to the SWPPP shall be made to the plan and implemented within seven (7) calendar days following the observation. Similarly, maintenance of existing measures shall be continuous throughout the project and shall, in no instance be left unattended for more than seven (7) days after notification. Each site observation shall be finalized by writing a report summarizing the scope of the observation, name(s) and qualifications of the observer(s), date, major observations, and actions taken as a result of the findings. A copy of each report shall be attached to, and become part of, the SWPPP.

When the ground is frozen and/or between rainfall events of 0.5 inches or greater, no site visit will be required. An inspection report, however, will still be completed at least once every seven days indicating the conditions that eliminated the need for a site visit.

Certification

“I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.”

Heneghan and Associates

