by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.

B. Any adjustment of the Contract Times covered by a Change Order or any Claim for an adjustment in the Contract Times will be determined in accordance with the provisions of this Article 12.

## 12.03 Delays

- A. Where Contractor is prevented from completing any part of the Work within the Contract Times due to delay beyond the control of Contractor, the Contract Times will be extended in an amount equal to the time lost due to such delay if a Claim is made therefor as provided in Paragraph 12.02.A. Delays beyond the control of Contractor shall include, but not be limited to, acts or neglect by Owner, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, fires, floods, epidemics, abnormal weather conditions, or acts of God.
- B. If Owner, Engineer, or other contractors or utility owners performing other work for Owner as contemplated by Article 7, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times, or both. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
- C If Contractor is delayed in the performance or progress of the Work by fire, flood, epidemic, abnormal weather conditions, acts of God, acts or failures to act of utility owners not under the control of Owner, or other causes not the fault of and beyond control of Owner and Contractor, then Contractor shall be entitled to an equitable adjustment in Contract Times, if such adjustment is essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays described in this Paragraph 12.03.C.
- D. Owner, Engineer and the Related Entities of each of them shall not be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of Engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.
- E. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delays within the control of Contractor. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of Contractor.

ARTICLE 13 - TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

## 13.01 Notice of Defects

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

#### 13.02 Access to Work

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

## 13.03 Tests and Inspections

- A. Contractor shall give Engineer timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.
- B. Owner shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except:
- for inspections, tests, or approvals covered by Paragraphs 13.03.C and 13.03.D below;
- that costs incurred in connection with tests or inspections conducted pursuant to Paragraph 13.04.B shall be paid as provided in said Paragraph 13.04.C; and
- as otherwise specifically provided in the Contract Documents.
- C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.
- D. Contractor shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for Owner's and Engineer's acceptance of materials or equipment to

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be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to Owner and Engineer.

- E. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, it must, if requested by Engineer, be uncovered for observation.
- F. Uncovering Work as provided in Paragraph 13.03.E shall be at Contractor's expense unless Contractor has given Engineer timely notice of Contractor's intention to cover the same and Engineer has not acted with reasonable promptness in response to such notice.

## 13.04 Uncovering Work

- A. If any Work is covered contrary to the written request of Engineer, it must, if requested by Engineer, be uncovered for Engineer's observation and replaced at Contractor's expense.
- B. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, furnishing all necessary labor, material, and equipment.
- C. If it is found that the uncovered Work is defective, Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05.
- D. If, the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.
- 13.05 Owner May Stop the Work

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

## 13.06 Correction or Removal of Defective Work

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

#### 13.07 Correction Period

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

- 1. repair such defective land or areas; or
- 2. correct such defective Work; or
- if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and
- satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting therefrom.

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

#### 13.08 Acceptance of Defective Work

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

## 13.09 Owner May Correct Defective Work

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

# ARTICLE 14 - PAYMENTS TO CONTRACTOR AND COMPLETION

## 14.01 Schedule of Values

A. The Schedule of Values established as provided in Paragraph 2.07.A will serve as the basis for progress

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payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed.

## 14.02 Progress Payments

## A. Applications for Payments

- 1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.
- 2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.
- The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

### B. Review of Applications

- 1. Engineer will, within 10 days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to Owner or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.
- 2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations on the Site 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, to the results of any subsequent tests called for in the Contract Documents, to a final determination of quantities and classifications for Unit Price Work under Paragraph 9.07, and to 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.
- By recommending any such payment Engineer will not thereby be deemed to have represented that:
  - a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract Documents; or
  - b. that 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
  - for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or
  - c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or
  - d. to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or
  - e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.
- 5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 14.02.B.2. Engineer may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent

inspections or tests, revise or revoke any such payment recommendation previously made, to such extent as may be necessary in Engineer's opinion to protect Owner from loss because:

- a. the Work is defective, or completed Work has been damaged, requiring correction or replacement;
- b. the Contract Price has been reduced by Change Orders;
- c. Owner has been required to correct defective Work or complete Work in accordance with Paragraph 13.09; or
- d. Engineer has actual knowledge of the occurrence of any of the events enumerated in Paragraph 15.02.A.

## C. Payment Becomes Due

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

## D. Reduction in Payment

- Owner may refuse to make payment of the full amount recommended by Engineer because;
  - a. claims have been made against Owner on account of Contractor's performance or furnishing of the Work;
  - Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;
  - c. there are other items entitling Owner to a set-off against the amount recommended; or
  - d. Owner has actual knowledge of the occurrence of any of the events enumerated in Paragraphs 14.02.B.5.a through 14.02.B.5.c or Paragraph 15.02.A.
- 2. If Owner refuses to make payment of the full amount recommended by Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, when Contractor corrects to Owner's satisfaction the reasons for such action.

3. If it is subsequently determined that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 14.02.C.1.

## 14.03 Contractor's Warranty of Title

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

## 14.04 Substantial Completion

A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete (except for items specifically listed by Contractor as incomplete) and request that Engineer issue a certificate of Substantial Completion.

- B. Promptly after Contractor's notification,, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.
- C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. Owner shall have seven days after receipt of the tentative certificate during which to make written objection to Engineer as to any provisions of the certificate or attached list. If, after considering such objections, Engineer concludes that the Work is not substantially complete, Engineer will within 14 days after submission of the tentative certificate to Owner notify Contractor in writing, stating the reasons therefor. If, after consideration of Owner's objections, Engineer considers the Work substantially complete, Engineer will within said 14 days execute and deliver to Owner and Contractor a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as Engineer believes justified after consideration of any objections from Owner.
- D. At the time of delivery of the tentative certificate of Substantial Completion, Engineer will deliver to Owner and Contractor a written recommendation as to division of responsibilities pending final payment between Owner and Contractor with respect to security, operation, safety, and protection of the Work, maintenance, heat, utilities, insurance, and warranties and guarantees. Unless Owner and Contractor agree otherwise in writing and so inform Engineer in writing prior to Engineer's issuing the definitive certificate of Substantial

Completion, Engineer's aforesaid recommendation will be binding on Owner and Contractor until final payment.

E. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to complete or correct items on the tentative list.

#### 14.05 Partial Utilization

- A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions.
- 1. Owner at any time may request Contractor in writing to permit Owner to use or occupy any such part of the Work which Owner believes to be ready for its intended use and substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor will certify to Owner and Engineer that such part of the Work is substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.
- 2. Contractor at any time may notify Owner and Engineer in writing that Contractor considers any such part of the Work ready for its intended use and substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.
- 3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 14.04 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.
- 4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 5.10 regarding property insurance.

### 14.06 Final Inspection

A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals

that the Work is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

## 14.07 Final Payment

## A. Application for Payment

- 1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance certificates of inspection, marked-up record documents (as provided in Paragraph 6.12), and other documents, Contractor may make application for final payment following the procedure for progress payments.
- The final Application for Payment shall be accompanied (except as previously delivered) by;
  - a. all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by Paragraph 5.04.B.7;
  - b. consent of the surety, if any, to final payment;
  - c. a list of all Claims against Owner that Contractor believes are unsettled; and
  - d. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of or Liens filed in connection with the Work.
- 3. In lieu of the releases or waivers of Liens specified in Paragraph 14.07.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (i) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (ii) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner or Owner's property might in any way be responsible 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 indenmify Owner against any Lien.
- B. Engineer's Review of Application and Acceptance
- 1. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations

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

## C. Payment Becomes Due

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

## 14.08 Final Completion Delayed

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

#### 14.09 Waiver of Claims

A. The making and acceptance of final payment will constitute:

- I. a waiver of all Claims by Owner against Contractor, except Claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 14.06, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from Contractor's continuing obligations under the Contract Documents; and
- a waiver of all Claims by Contractor against Owner other than those previously made in accordance

with the requirements herein and expressly acknowledged by Owner in writing as still unsettled.

## ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION

## 15.01 Owner May Suspend Work

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

## 15.02 Owner May Terminate for Cause

A. The occurrence of any one or more of the following events will justify termination for cause:

- 1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule established under Paragraph 2.07 as adjusted from time to time pursuant to Paragraph 6.04);
- 2. Contractor's disregard of Laws or Regulations of any public body having jurisdiction;
- 3. Contractor's disregard of the authority of Engineer; or
- Contractor's violation in any substantial way of any provisions of the Contract Documents.
- B. If one or more of the events identified in Paragraph 15.02.A occur, Owner may, after giving Contractor (and surety) seven days written notice of its intent to terminate the services of Contractor:
- I. exclude Contractor from the Site, and take possession of the Work and of all Contractor's tools, appliances, construction equipment, and machinery at the Site, and use the same to the full extent they could be used by Contractor (without liability to Contractor for trespass or conversion),
- 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

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- 3. complete the Work as Owner may deem expedient.
- C. If Owner proceeds as provided in Paragraph 15.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Owner arising out of or relating to completing the Work, such excess will be paid to Contractor. If such claims, costs, losses, and damages exceed such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this Paragraph Owner shall not be required to obtain the lowest price for the Work performed.
- D. Notwithstanding Paragraphs 15.02.B and 15.02.C, Contractor's services will not be terminated if Contractor begins within seven days of receipt of notice of intent to terminate to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of said notice.
- E. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due Contractor by Owner will not release Contractor from liability.
- F. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 5.01.A, the termination procedures of that bond shall supersede the provisions of Paragraphs 15.02.B, and 15.02.C.

## 15.03 Owner May Terminate For Convenience

- A. Upon seven days written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):
- 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;

- expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;
- 3. all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred in settlement of terminated contracts with Subcontractors, Suppliers, and others; and
- 4. reasonable expenses directly attributable to termination.
- B. Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

## 15.04 Contractor May Stop Work or Terminate

- A. If, through no act or fault of Contractor, (i) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (ii) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (iii) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the Contract and recover from Owner payment on the same terms as provided in Paragraph 15.03.
- B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, seven days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this Paragraph 15.04 are not intended to preclude Contractor from making a Claim under Paragraph 10.05 for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this Paragraph.

## ARTICLE 16 - DISPUTE RESOLUTION

## 16.01 Methods and Procedures

A. Either Owner or Contractor may request mediation of any Claim submitted to Engineer for a decision under Paragraph 10.05 before such decision becomes final and binding. The mediation will be governed by the Construction Industry Mediation Rules of the American Arbitration Association in effect as of the Effective Date of the Agreement. The request for mediation shall be submitted in writing to the American Arbitration Association and the other party to the Contract. Timely submission of the request shall stay the effect of Paragraph 10.05.E.

- B. Owner and Contractor shall participate in the mediation process in good faith. The process shall be concluded within 60 days of filing of the request. The date of termination of the mediation shall be determined by application of the mediation rules referenced above.
- C. If the Claim is not resolved by mediation, Engineer's action under Paragraph 10.05.C or a denial pursuant to Paragraphs 10.05.C.3 or 10.05.D shall become final and binding 30 days after termination of the mediation unless, within that time period, Owner or Contractor:
- elects in writing to invoke any dispute resolution process provided for in the Supplementary Conditions, or
- agrees with the other party to submit the Claim to another dispute resolution process, or
- gives written notice to the other party of their intent to submit the Claim to a court of competent jurisdiction.

### ARTICLE 17 - MISCELLANEOUS

#### 17.01 Giving Notice

- A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:
- delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or

 delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

## 17.02 Computation of Times

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

#### 17.03 Cumulative Remedies

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

## 17.04 Survival of Obligations

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

#### 17.05 Controlling Law

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

### 17.06 Headings

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

## REQUEST FOR INFORMATION

RFI No.: Date:	) <del></del>		Owner: Contractor:	Key West Resort Utilities Corp
Project:	wwn	TP Upgrades	Engineer:	
REQUESTI	ED BY:		1.45	
		Contractor's Rep	presentative	
		Phone No.	Fax No.	E-Mail Address
INFORMAT	ION RE	QUESTED;		
	an the			
				· · · · ·
REPLY:				
				79-1-1-1
		use (contracts)	Contract Con	
		Jagania de la composición dela composición de la composición de la composición de la composición dela composición dela composición dela composición de la composición dela composición de la composición dela composición dela compo		
	a b			
Reply Issue	ea By:	Engineer's Rep	resentative	Date

NOTE: A reply to a Request For Information shall not be considered as a Change Order or Work Directive Change, nor does it authorize changes to the Contract Price or Contract Time.

## PROJECT FIELD ORDER FORM

Field Order No.:		-	
Name of Project:	KWRU WWTP Upgra	ades	
Effective Date:			-
Owner:			
Contractor:	-		_
Description of Field Order:			-
Reason for Field Order:			
This Field Order has been issue which do not affect the Contract	ed to clarify, interpret or Price or Contract Time.	to order minor changes to the Proj	ect
KWRU Engineer		Date	
Owner's Authorized Representat	ive	Date	
Contractor's Authorized Represe	ntative	Date	-

**END OF SECTION** 

## WORK DIRECTIVE CHANGE FORM

Work Directive No.:	(9±44acs
Name of Project:	KW RESORT UTILITIES CORP, WWTP Upgrades
Effective Date:	
Owner:	
Contractor:	<del></del>
Description of Change:	
Reason for Change:	
	ange(s) have affected Contract Price or Contract Time, any thereon will involve one of the following methods of s).
Method of Determining the Char Contract Price	nge in Method of Determining the Change in Contract Time
Time and Materials Unit Prices Cost Plus Fixed Fee Other	Contractor's Records Engineer's Records As Specified Below Other
Estimated increase (decrease) in C Price = \$ I change involves an additional incestimated amount is not to be exceptible.	If the Time =days. If the change crease, involves an additional increase, estimated

[INTENTIONALLY LEFT BLANK]

## CHANGE ORDER FORM

Change Order No.	1. Some
Project Title	KWRU WWTP Upgrades
Bid No.	N/A
Owner:	KW Resort Utilities Corp.
Contractor:	Wharton Smith, Inc.
Agreement Date:	

This Change Order is necessary to cover changes in the work to be performed under this Agreement. The GENERAL CONDITIONS, SUPPLEMENTARY CONDITIONS, and STANDARD SPECIFICATIONS apply to and govern all work under this Change Order.

## THE FOLLOWING CHANGES ARE MADE TO THE CONTRACT DOCUMENTS:

(1)	Original Contract Price	\$
(2)	Current Contract Price (Adjusted by Previous Change Orders)	\$
(3)	Total Proposed Change in Contract Price	\$
(4)	New Contract Price (Item 2 + Item 3)	\$
(5)	Original Contract Time	Days
(6)	Current Contract Time (Adjusted by Previous Change Orders)	Days
(7)	Total Proposed Change in Contract Time	Days
(8)	New Contract Time (Item 6 + Item 7)	Days
(9)	Original Contract Substantial Completion Date	
(10)	New Contract Substantial Completion Date	

# **CHANGES ORDERED** ITEM 1 Description of Change: Reason for Change: Change in Contract Price: Change in Contract Time: ITEM 2 Description of Change: Reason for Change: Change in Contract Price: Change in Contract Time: ITEM 3 **Description of Change:** Reason for Change: Change in Contract Price: Change in Contract Time: ITEM 4 Description of Change: Reason for Change: Change in Contract Price: Change in Contract Time:

ITEM 5		
Description of Change:		
Reason for Change:		
Change in Contract Price:		
Change in Contract Time:		

No.	Description	Change in Contract Price	Change in Contract Time
1			
2			
3			
4			
5	, a		
TOT	AL	\$	Days

WAIVER
This Change Order constitutes full and mutual accord and satisfaction for the adjustment of the Contract Price and Contract Time as a result of increases or decreases in cost and time of performance caused directly and indirectly from the change. Acceptance of this Waiver constitutes an agreement between OWNER and CONTRACTOR that the Change Order represents an equitable adjustment to the Agreement and that CONTRACTOR shall waive all rights to file a Contract Claim or claim of any nature on this Change Order. Execution of this Change Order shall constitute CONTRACTOR's complete acceptance and satisfaction that it is entitled to no more costs or time (direct, indirect, impact, etc.) pursuant to this Change Order, either separately or cumulatively with all previous change orders.

## APPROVAL AND CHANGE ORDER AUTHORIZATION

## ACKNOWLEDGMENTS

The aforementioned change, and work affected thereby, is subject to all provisions of the original Agreement and specifically changed by this Change Order; and

It is expressly understood and agreed that the approval of the Change Order shall have no effect on the original Agreement other than matters expressly provided herein.

ATTEST:	toolulus separate see taken ay unuu s
	Contractor
(Secretary)	Printed Name and Title of Officer
Date	By (Signature)
(Corporate Seal)	Date
ATTEST:	Owner
(Signature)	Printed Name and Title
Date	By (Signature)
(Seal)	Date

**END OF SECTION** 

## CONSTRUCTION PLANS

FOR

## KWRU WWTP EXPANSION KW RESORT UTILITIES

SECTION 35, TOWNSHIP 67 SOUTH, RANGE 25 EAST STOCK ISLAND, FLORIDA





LOCATION MAP

OWNER

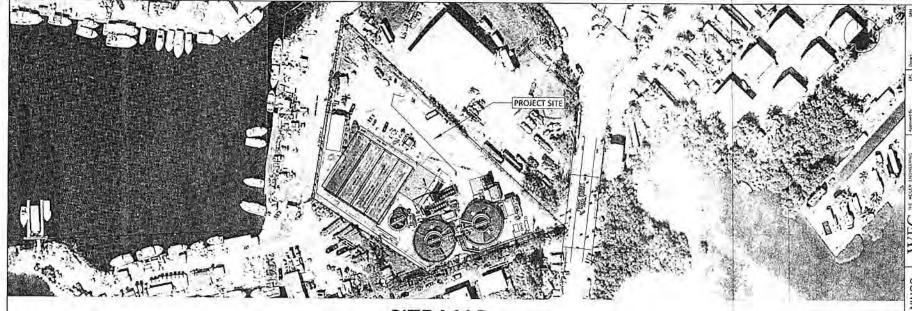
KW RESORT UTILITIES CORP 6630 FRONT ST. STOCK ISLAND FL, 33040

PREPARED BY

THE WEILER ENGINEERING CORPORATION 6805 OVERSEAS HIGHWAY MARATHON FLORIDA, 33050 EB # 6656 (305) 289-4161

WEC THE WEILER ENGINEFRING





## SITE MAP

DETAIL SHEETS

D-01 FILTER DETAILS

GENERAL SHEETS
G-01 COVER
G-02 SITE MAP, INDEX OF DRAWINGS
G-03 GENERAL NOTES
G-04 STRUCTURAL NOTES
G-05 ABBREVIATIONS & SYMBOL LEGEND

CIVIL SHEETS
C-01 EXISTING CONDITIONS
C-02 EXISTING CONDITIONS
C-03 PROPOSED FILTERS & STATIC SCREEN
C-04 PROPOSED PLANT AND BLOWER PAD
C-05 FILTERS & CHEMICAL LAYOUT
C-06 FILTERS & CHEMICAL PIPING
C-07 MUDWELL & EAST PLANT PIPING
C-08 BACKWASH & EFFLUENT PIPING
C-09 STATIC SCREEN LAYOUT
C-10 STATIC SCREEN & SIDEWALK LAYOUT

D-02 FILTER DETAILS **D-03 WEIR BOX DETAILS** D-04 STATIC SCREEN PLAN VIEW **D-05 STATIC SCREEN PIPING** D-06 STATIC SCREEN PLATFORM D-07 STATIC SCREEN PLATFORM D-08 STATIC SCREEN PLATFORM D-09 CHEMICAL TANK LAYOUT D-10 BLOWER PAD DETAILS **D-11 SIEMENS DIGESTER PLAN** D-12 SIEMENS DIGESTER PROFILE D-13 DIGESTER SLAB (SEE ACIP DESIGN PLANS) D-14 HAND RAIL DETAILS D-15 ALUMINUM GRATING DETAILS D-16 CAGED LADDER DETAILS **D-17 GENERAL DETAILS** D-18 INJECTION WELL DETAIL

P & IDS PID 1-1 TREATMENT TRAINS 1, 2, & 3 PID 1-2 0.499 MGD TRAINS 1 & 2: AIR PID 1-3 0.350 MGD TRAIN 3: AIR PID 1-4 MUDWELL, FILTERS, & CCC PID 1-5 CHEMICAL FEED SYSTEMS

ELECTRICAL
E-01 ELECTRICAL SITE PLAN
E-02 PROPOSED TREATMENT TANK & BLOWER PAD
E-03 PROPOSED FILTER & STATIC SCREEN
E-04 RISER DIAGRAM & PANEL INFORMATION
E-05 GENERAL NOTES & PANEL INFORMATION

SITE MAP, INDEX OF DRAWINGS FOR KWRU WWTP EXPANSION

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Describer Segues

GENERAL NOTES FOR KWRU WWTP EXPANSION WEGOS OVERSEAS HAY
MARATHON, FLORIDA 31950
(305) 789 4161 PH, (305) 289 4167 FAX

 DRAWINGS SHALL INCLUDE ALL DESIGN LOADS, CONNECTION DETAILS, HANDLING REQUIREMENTS, AND PLAN LOCATIONS. SHOP DRAWINGS MUST BE SIGNED AND SEALED BY THE PROFESSIONAL ENGINEER RESPONSIBLE FOR THE DESIGN.

3. ALL SHOP DRAWINGS TO HAVE CONTRACTORS REVIEW STAMP PRIOR TO SUBMISSION TO THE

#### DESIGN DATA

1. THESE PLANS AND SPECIFICATIONS ARE IN COMPLIANCE WITH FLORIDA BUILDING CODE 2010. 2. SOILS PER GEOTHECHNICAL REPORT "UNIVERSAL ENGINEERING SCIENCES No: 0530.1400016.000" FROM MARCH 27, 2014 AND OTHER SOIL CONSIDERATIONS.

3. BASIC WIND SPEED (V) = 200 MPH; STRUCTURAL CATEGORY: III

4. EXPOSURE "C"

5. FLOOD RESISTANT CONSTRUCTION IS IN COMPLIANCE WITH ASCE 24-05 AND ASCE 7-10 STANDARDS

1. SLABS AND FOOTINGS TO BE PLACED ON UNDISTURBED SOIL, IF FILL MATERIAL IS REQUIRED, PLACE IN 8"-12" LIFTS AND COMPACT TO 98% DENSITY AS MEASURED BY THE STANDARD PROCTOR DENSITY

2. FILL AND EXISTING SUB-GRADE MATERIALS SHALL CONTAIN NO MUCK, STUMPS, ROOTS, BRUSH, VEGETABLE MATTER, RUBBISH OR OTHER MATERIAL THAT WILL NOT COMPACT INTO A SUITABLE

1. ALL PILES SHALL BE 14" SQUARE PRESTRESSED CONCRETE PILES AS DESCRIBED IN INDEX NO. 20614 OF FOOT 2014 DESIGN STANDARDS AND SPECIFICATIONS.

2. PRESTRESSED CONCRETE PILE NOTES AND DETAILS SHALL BE AS DESCRIBED IN INDEX NO. 20600.

#### PILE LOAD TEST PROGRAM

1. PERFORM COMPRESSIVE LOAD TESTS ON [1] TEST PILES IN ACCORDANCE WITH ASTM D1143/D1143M (STANDARD LOADING PROCEDURE) AS MODIFIED HEREIN.

2. ALLOW A MINIMUM OF 72 HOURS FOLLOWING FINAL TEST PILE DRIVING FOR PILE SET-UP PRIOR TO LOAD TESTING.

3. PROVIDE APPARATUS FOR APPLYING VERTICAL LOADS AS REQUIRED BY METHOD, USING LOAD. FROM WEIGHTED BOX OR PLATFORM OR REACTION FRAME ATTACHED TO SUFFICIENT UPLIFT PILES TO SAFELY TAKE REQUIRED LOAD APPLIED TO PILE BY HYDRAULIC JACK.

4. INCREASE LOAD IN INCREMENTS UNTIL RAPID PROGRESSIVE SETTLEMENT TAKES PLACE OR UNTIL APPLICATION OF TOTAL COMPRESSIVE LOAD OF [150.0] TONS FOR COMPRESSIVE LOAD TESTS. 5. CONSIDER LOAD TEST SATISFACTORY WHEN AFTER ONE HOUR AT FULL TEST LOAD GROSS SETTLEMENT OF PILE BUTT IS NOT GREATER THAN GROSS ELASTIC PILE COMPRESSION PLUS 0.15 INCH

PLUS ONE PERCENT OF PILE TIP DIAMETER OR WIDTH IN INCHES.

#### PILE ACCEPTANCE CRITERIA

1. SAFE DESIGN CAPACITY FOR PILES IS [75:0] TONS. PILES SHALL BE DRIVEN TO A MINIMUM DEPTH OF [50:0] FEET BELOW CUT-OFF ELEVATION, AND TO SUCH ADDITIONAL DEPTH AS REQUIRED TO OBTAIN A BEARING CAPACITY OF NOT LESS THAN [75.0] TONS.

2. THE FOLLOWING FORMULAS ARE PRESENTED DNLY AS A GUIDE TO AID IN ESTABLISHING THE CONTROLLING PENETRATION PER BLOW, WHICH, TOGETHER WITH THE MINIMUM DEPTH OF PENETRATION WILL SERVE TO DETERMINE THE REQUIRED MINIMUM DEPTH OF PENETRATION OF EACH INDIVIDUAL PILE:

FOR DOUBLE ACTING HAMMERS S PLUS 0.1

R= ZWH S PLUS 0.1

FOR SINGLE ACTING HAMMERS

WHERE 'R' IS THE APPROXIMATE ALLOWABLE PILE LOAD IN KIPS; 'F' EQUALS THE ENERGY IN FOOT-KIPS PER BLOW BASED ON AN ACCEPTABLE CERTIFIED STATEMENT FROM THE MANUFACTURER OF THE HAMMER; 'W' EQUALS THE WEIGHT OF THE HAMMER OR RAM IN KIPS; 'H' EQUALS THE HEIGHT OF FALL OF THE HAMMER OF RAM IN FEET;

AND 'S' EQUALS THE AVERAGE INCHES OF PENETRATION PER BLOW FOR THE LAST THREE BLOWS. AN ALLOWANCE SHALL BE MADE FOR REDUCED PENETRATION CAUSED BY SHOCK ABSORPTION OF THE CUSHION OR CAP BLOCKS.

#### CONCRETE:

1. USE 4000 PSI CONCRETE MINIMUM, TARGETED SLUMP 4 INCHES, MAXIMUM W/C RATIO OF 0.44, AIR CONTENT 1-6%, UNLESS STATED OTHERWISE ON PLANS.

2. CURING: CONCRETE SHALL BE CURED BY PROTECTING IT AGAINST LOSS OF MOISTURE AND MECHANICAL INJURY FOR AT LEAST THREE DAYS AFTER PLACEMENT. A LIQUID CURING MEMBRANE SHALL BE APPLIED IMMEDIATELY AFTER FINISHING, APPLY AT THE RATE OF ONE GALLON TO NOT MORE

ALTERNATIVELY WET CURING CAN BE IMPLEMENTED. ALL EXPOSED SURFACES SHALL BE KEPT CONTINUOUSLY WET FOR AT LEAST THREE DAYS AFTER PLACEMENT.

3. TESTING: LABORATORY AND FIELD TESTING SHALL BE PERFORMED BY LICENSED TESTING LABORATORY, MINIMUM OF 3 SAMPLES SHALL BE TAKEN AND TESTED.

3.1 THE MINIMUM SAMPLING FREQUENCY IS:

A) ONCE A DAY FOR A GIVEN CLASS.

B) ONCE EVERY 50 CUBIC YARDS.

C) ONCE EACH 5000 FEET? OF SURFACE AREA FOR SLABS OR WALLS.

3.2 SAMPLES ARE TAKEN ON A RANDOM BASIS - CONCRETE IS NOT TO BE SAMPLED DUE TO APPEARANCE, CONVENIENCE, OR OTHER BIASED CRITERIA.

3.3 EACH SET OF CYLINDERS COME FROM A DIFFERENT BATCH OF CONCRETE. 3.4 NO WATER WAS ADDED TO THE CONCRETE AFTER THE SAMPLES WERE TAKEN.

3.5 QUALIFIED FIELD TESTING TECHNICIANS PERFORMED THE TEST ON THE FRESH CONCRETE

3.6 QUALIFIED LABORATORY TECHNICIAN PERFORMED ALL REQUIRED LABORATORY TESTS.

3.7 MINIMUM (3) ORIGINALS SIGNED LAW TESTING RESULTS SHALL HE SUBMITTED TO ENGINEER AND

4. REINFORCEMENT SHALL BE GRADE 60 BILLET STEEL, DEFORMED, STRENGTH = 60,000 PSI. MATERIALS, BAR CLEARANCES, COVER, & OTHER DETAILING TO BE IN ACCORDANCE WITH ACI-318. 5. REINFORCEMENT SHALL BE CLEAN AND FREE OF RUST AND LUBRICANTS.

 ALL EXPOSED EDGES OF CAST-IN-PLACE AND PRECAST MEMBERS SHALL HAVE 3/4" CHAMFERS. UNLESS SHOWN OTHERWISE ON THE PLANS.

7. USE ONLY PLASTIC OR STAINLESS CHAIRS FOR REBAR SUPPORT.
8. PRECAST PRESTRESSED CONCRETE PRODUCTS TOLERANCES SHALL BE AS DESCRIBED IN THE TABLE. 8.2.1 OF "PCI DESIGN HANDBOOK/SIXTH EDITION"

9. CAST-IN-PLACE AND PRECAST MEMBERS ERECTION TOLERANCES SHALL BE AS SPECIFIED IN THE

TABLE 8.2.2 OR IN SECTION 8.3 OF "PCI DESIGN HANDBOOK/SIXTH EDITION"

#### CONCRETE PAVEMENTS:

1, USE CLASS I (Pavement) 4000 PSI CONCRETE, TARGETED SLUMP 4 INCHES, MAXIMUM W/C RATIO OF 0.44, AIR CONTENT 1-6%.

#### 2. ALL SURFACES SHALL HAVE LIGHT BROOM FINISH

3: AFTER COMPLETING THE FINISHING OPERATIONS AND AS SOON AS THE CONCRETE HAS HARDENED SUFFICIENTLY TO NOT MAR THE SURFACE, COVER AND CURE THE ENTIRE SURFACE, OR UNIFORMLY. APPLY CURING COMPOUND TO THE SURFACES TO BE CURED, IN A SINGLE COAT, CONTINUOUS FILM, AT THE MINIMUM RATE OF I GALLON TO EVERY 200 FT2, BY A MECHANICAL SPRAYER. AT THE TIME OF USE, THOROUGHLY MIX THE COMPOUND IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATION.

4. SAW CUT CONTROL JOINTS IN NEW PAVEMENT AT 10'-14' MAX. ALIGN JOINTS WITH COLUMNS AXIS CONTROL JOINTS SHALL BE 1/8" Min. WIDE AND 1.5" DELP. CONTROL JOINTS SHALL BE CUT AS SOON AS POSSIBLE BUT NOT LATER THAN 72 HOURS FROM CONCRETE PLACEMENT.

5. PROTECT FRESH CONCRETE FROM VEHICULAR TRAFFIC FOR 7 DAYS MINIMUM.

#### STRUCTURAL STEEL:

1) ALL STRUCTURAL STEEL COMPONETS SHALL BE IN ACCORDANCE WITH THE LATEST EDITION "SPECIFICATION FOR STRUCTURAL STEEL BUILDINGS" AISC STEEL AND CONSTRUCTION MANUAL. 2) ALL W-SHAPES AND C-SHAPES SHALL BE ASTM A992 WITH Fy=50 ksi 3) ALL RECTANGULAR AND SQUARE HSS SHAPES SHALL BE ASTM ASOO GRADE B WITH Fy= 46 ksi. 4) ALL STEEL PLATES AND OTHER MISC, ELEMENTS SHALL BE ASTM A992 WITH FY=50 ksi. S) ALL BOLTS NUTS AND WASHERS SHALL BE HDG

FRAME CONNECTION BOLTS: A325N; A563DH HEX NUTS: F436 WASHERS ANCHOR BOLTS: A307 GRADE A; A563DH HEX NUTS: F844 WASHERS

#### 6) COATING SYSTEM:

SURFACE PREPARATION: ABRASIVE BLAST CLEAN METAL TO AN SSPC-SP10 (NEAR-WHITE METAL POLYAMIDE EPOXY (NON-POTABLE) 7 G MILS OFT APPLY SEALANT, AT LOCATION WHERE TWO PIECES OF STEEL OVERLAP, BETWEEN

TOP COAT: (2) POLYURETHANE 3.0 MILS OFT MOET 13.0 MILS FOR THE THREE (3) COAT SYSTEM:

COLOR COLOR AS SELECTED BY OWNER

STRUCTURAL NOTES FOR KWRU WWTP EXPANSION

	1	Reviorced Concrete	3 8	Laboratory	E CAB	Eccentric	# 15 8
Year	FF.	Radus	H RAD H	Kitowatt	WW	East	T
Yard Hydrani	HKA	Quantity	O OTY	Krife Cale Vane	KQV	Digested Budge	De
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Weided Wre Falric	HWH	Pavement	PMIT	Kiogan	K KG	Down	₽
Wasiewslor	***	Polywhyl Chlorida	8	Junction	L JOST	Ductie von Pice	P
Weight	W	Preseure Switch	PSW	Injection Well	*	Dameter	DIA ST
Waste Stage of Water Stop	B.M	Prossure Sally Switch	PSS	typiction Plano Station	75	Ductie from	0
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Very Assessed The	VAT	Park Drain	3	Horsepower	+	Concrete Masony Uni	Ş
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VO#	VV	Outside Chameter	8	Hose Etto	BHH	Cast-n-Place Concrete	orc
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Top of Sats	706	National Pipe Thread	NPT.	Callors For Day	0.0	Oubic Feet Per Second	OF S
Top of Paymonart	100	Normal	MON	Citate Valve	QV	Cubic Foot	8
Temperature	TEWE	Number	8	Cavanzad	CALL	Cornert	9
Total Dynamic Head	₫	Hehrel Gas	8	Calon	TAG .	Chiorne Contact Basin	8
Thurst Block	Ħ	Not Applicable	¥	Gauge	004	Compressed Ar	Ç
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Вупро	EM2	Maumum Water Level	NWL	Foot	7	Charge Contact Charges	2000
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Standard	dis	Moun Sea Love	Þ	Feet Per Second	FFS	Bal valve	PV PV
Storage	510	Motor Operated	8	Force Main	2	Basemert	BONT
Stariose Stock	12	Maneter	2	Flow Weller	Pu	Back Pressure Valve	AAB
Specification	SPEC	Mechanical Jorn	Ε	Flurge	FLO	Booater Pump Station	2
Scienced Valve	900	Macelaracus	100	Presided	Ŧ	Bench Wart	BW
Shower	SHAFE	Mende or Meanur	5	Fre Hydrant	1	Buidry	BLDG
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Sequencing Batch Reactor	¥	Membrane	BAGA	Each Way	EW	Average Water Level	AWE
South	10 8	Mechanical	FQ.	Equipment	HOUP	Authory	AUX
Reinoperator	200	Motor Central Carter	600	Equal or Equalization	50	Astronica	ASB
Revolution Per Minute	32	Membrane Balch Reactor	100	Edge Of Pavement	EOP	Ar Raintan Yabo	ARV
Room	2	Madrun	M MAX	Electrically Operated	8	Ampere	ATTA
Fight Hand	2	Low Water Level	LML	Emergency	BJG9	Alternate	AT
Revision	Ą	Lightings Corporate Fil	LWFC	Elevator	E E	Alamenam	AL ALIM
Required	F 8	Left Hand	£	Elevation	p	Asbestos Coment Pipe	AQ4
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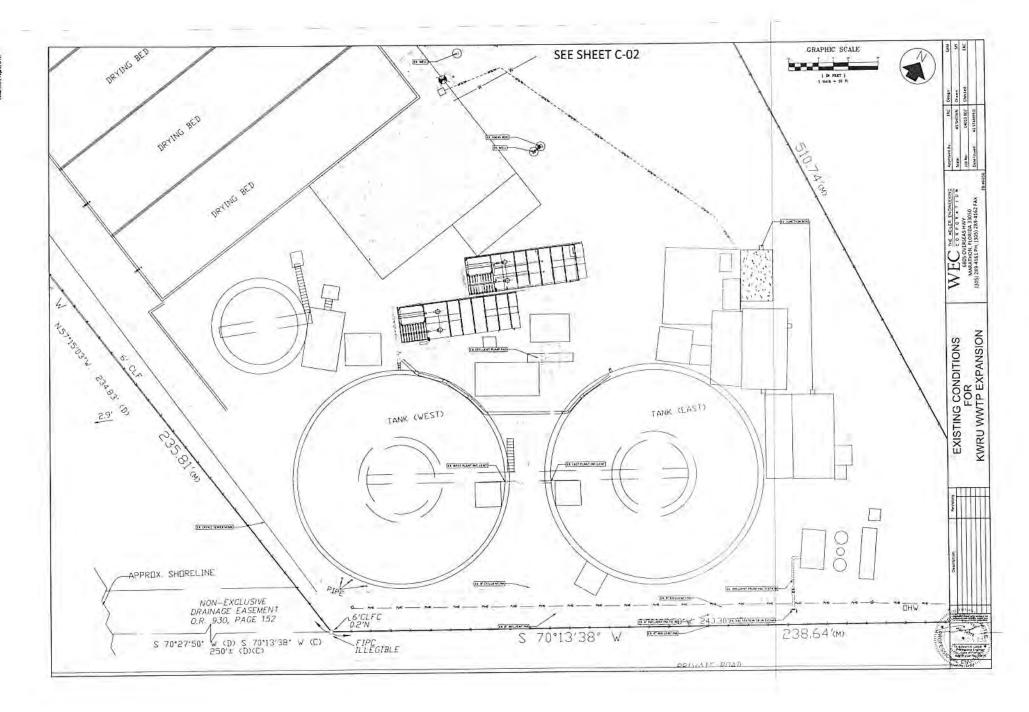


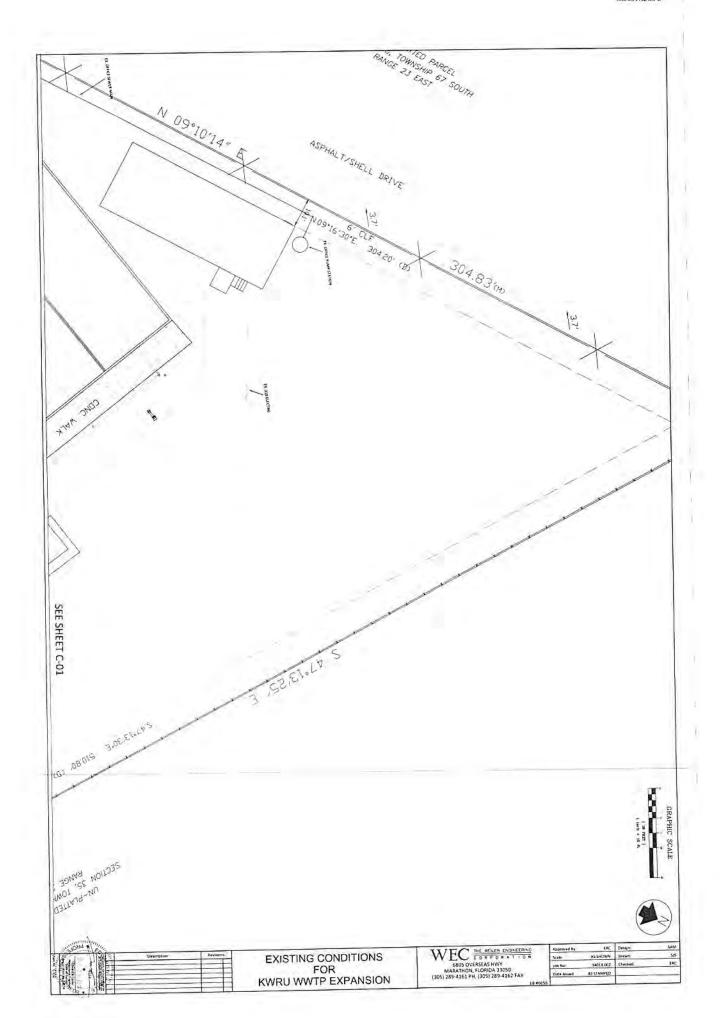
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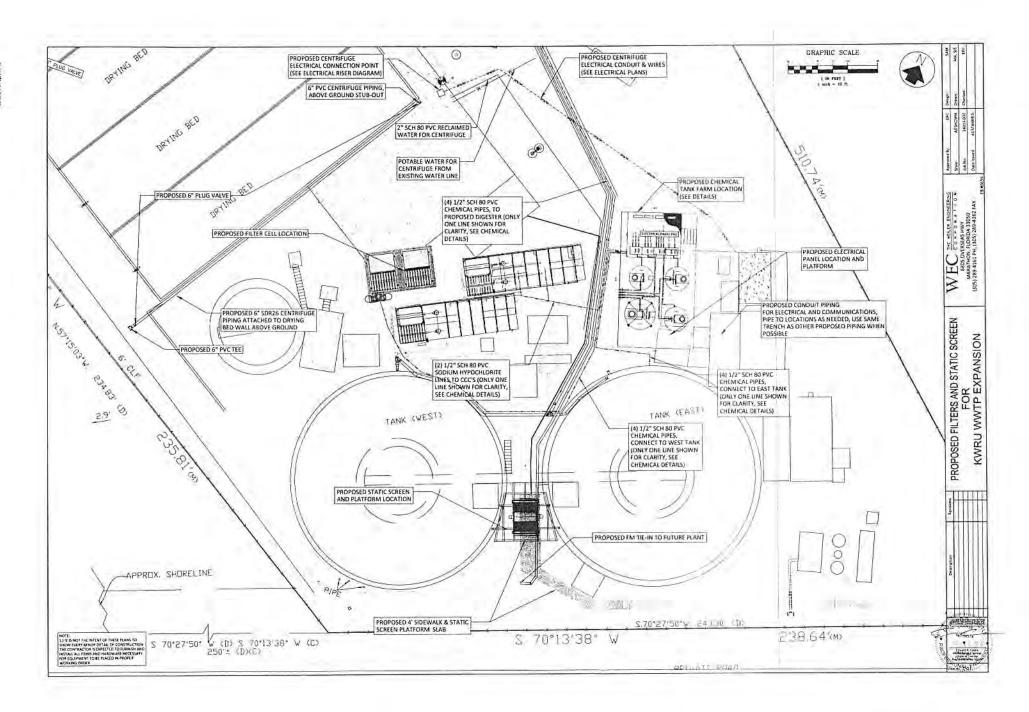
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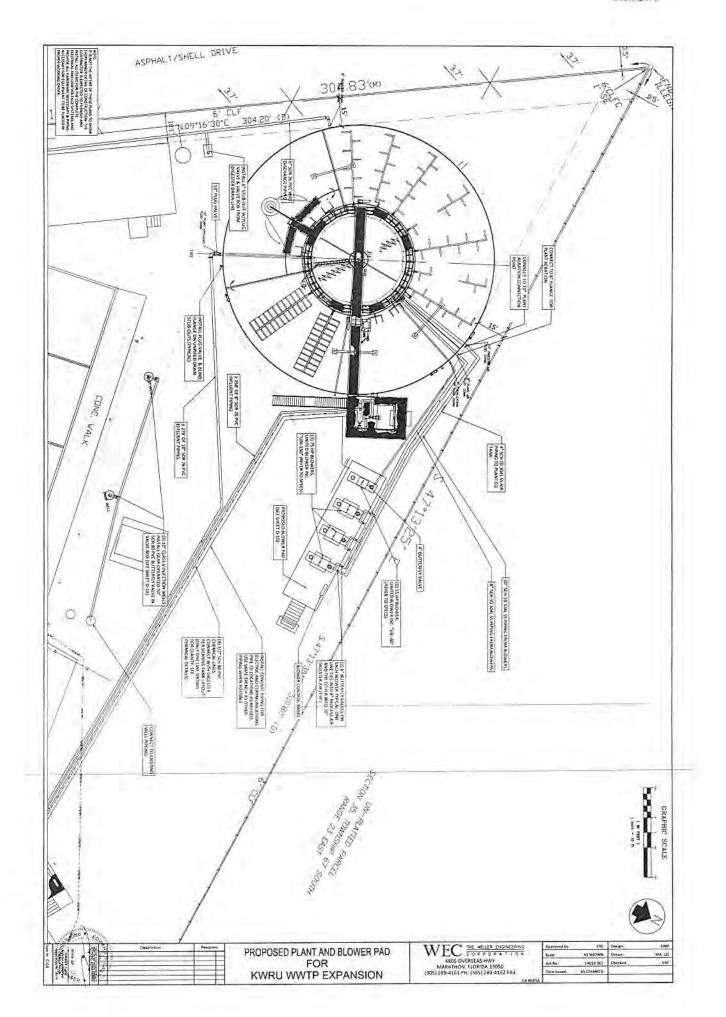
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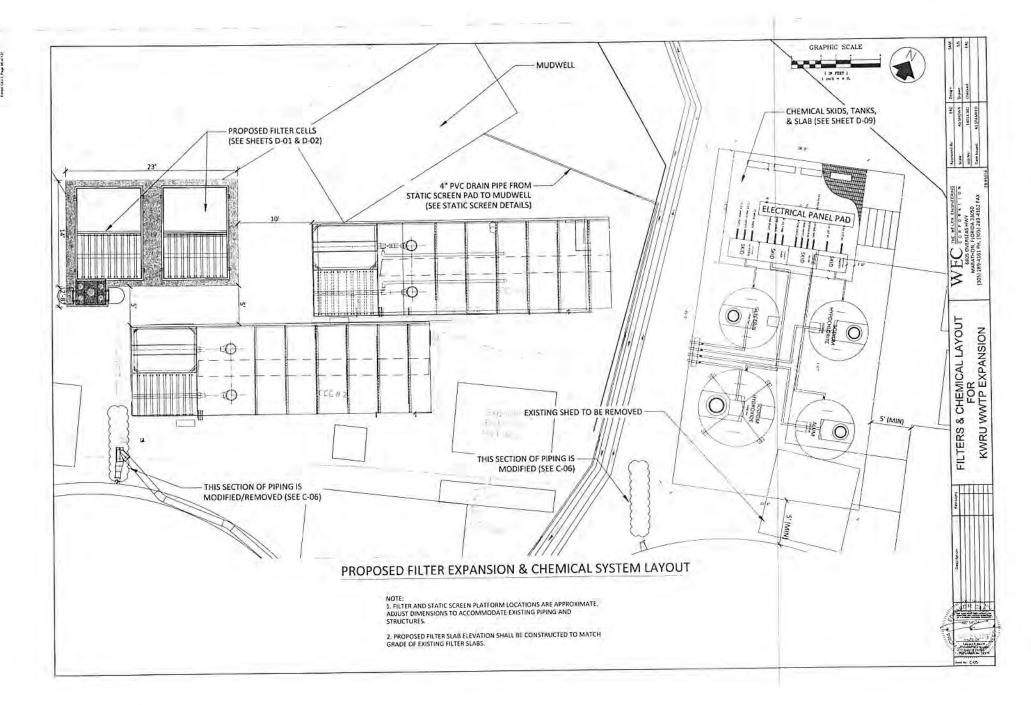
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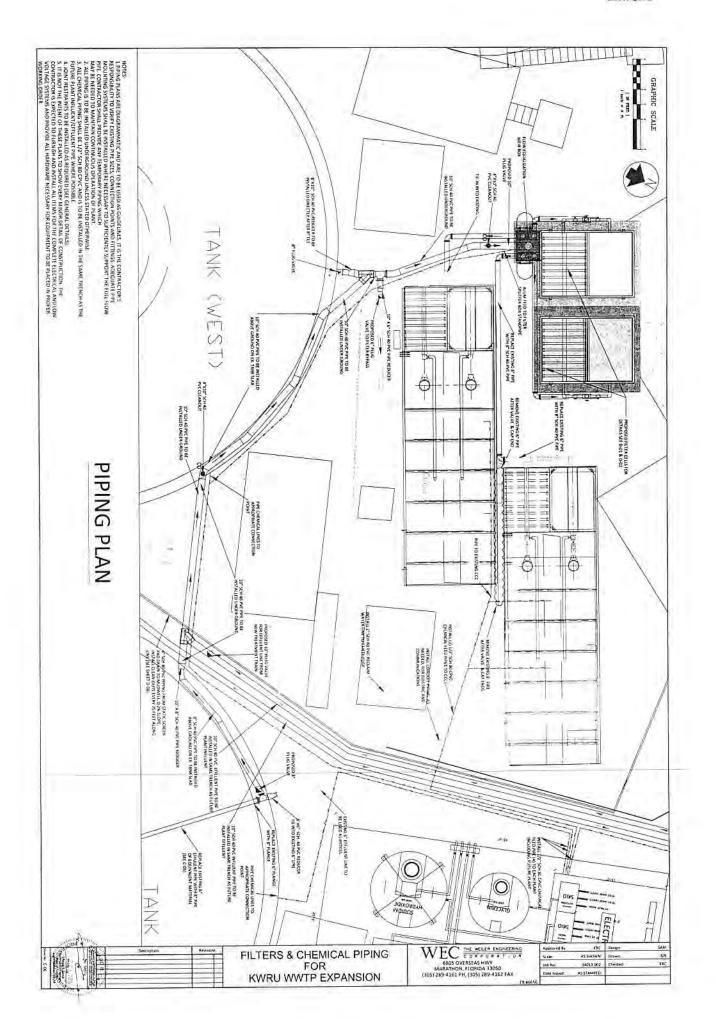


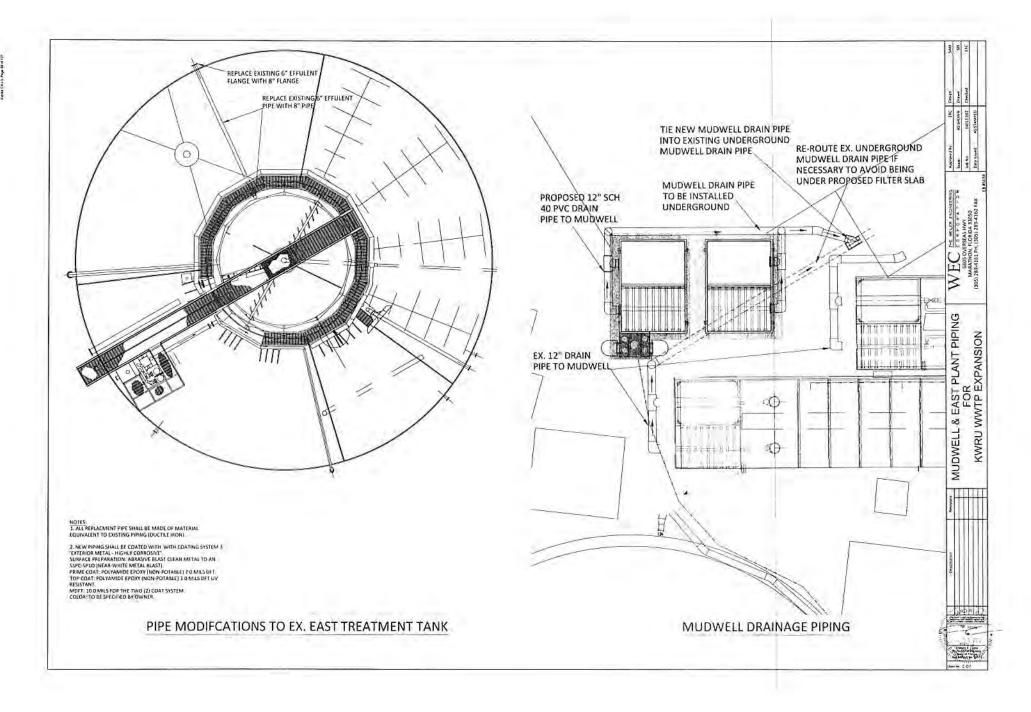


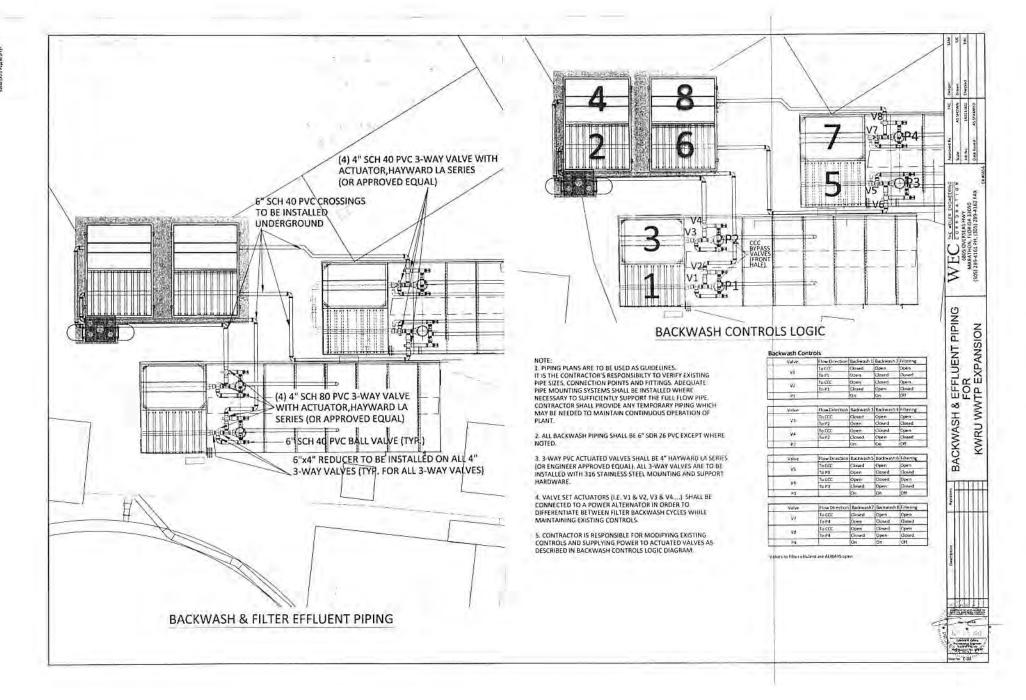


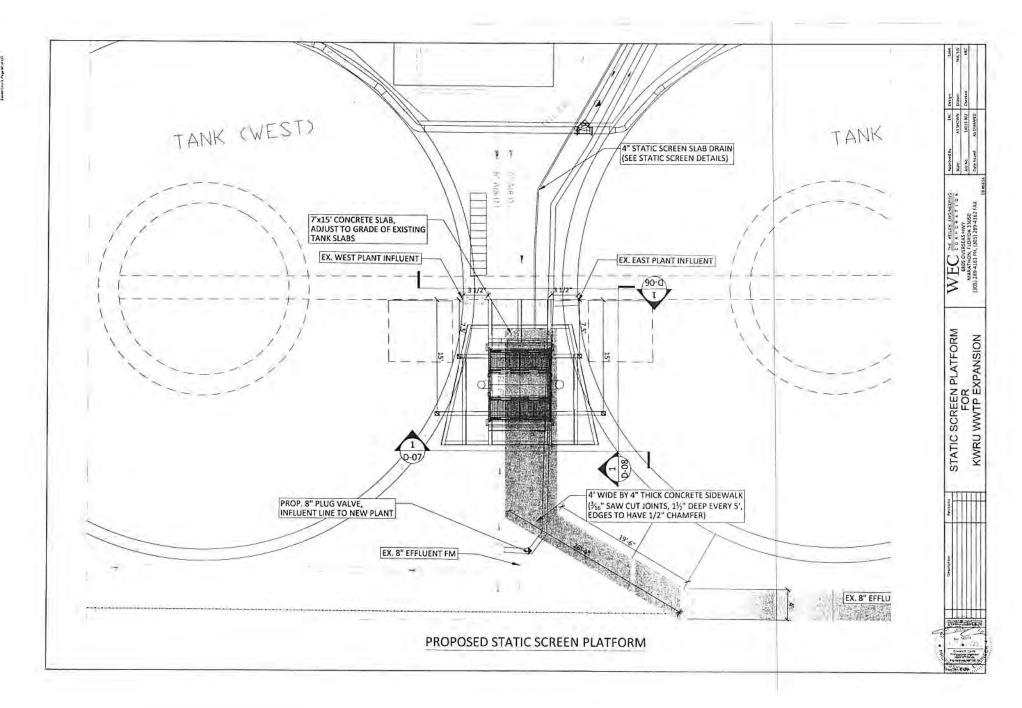


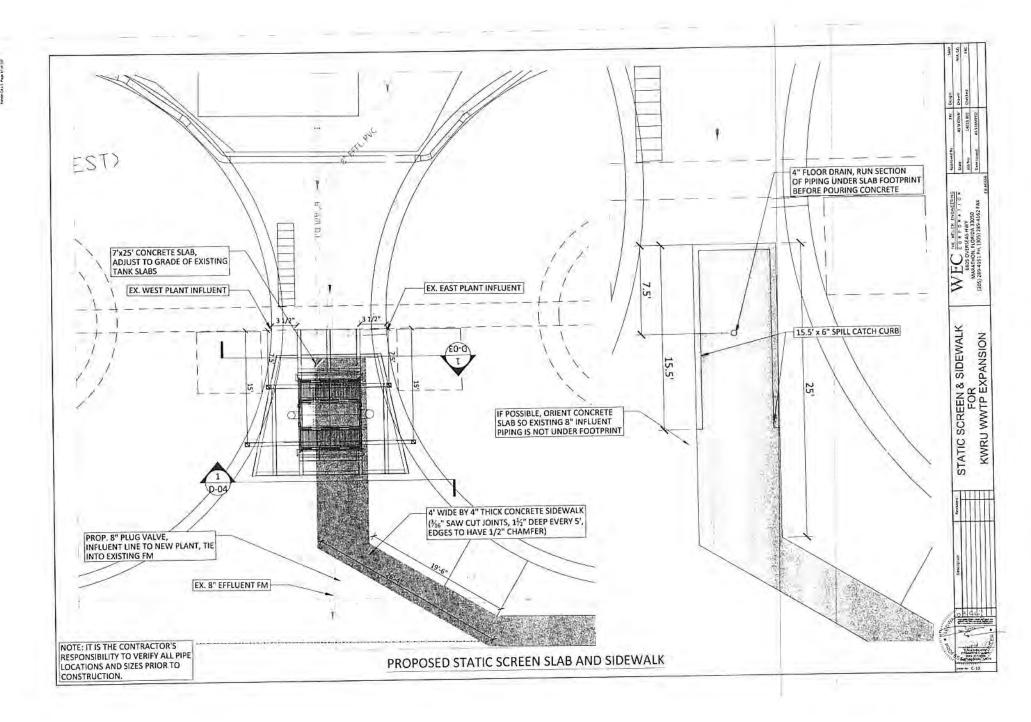


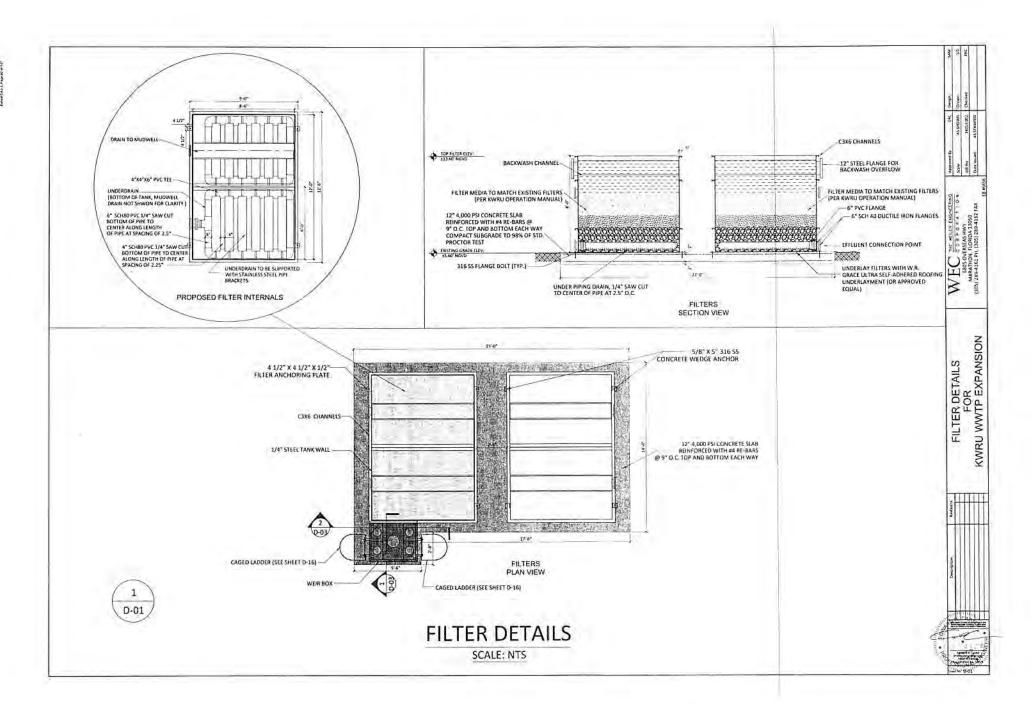


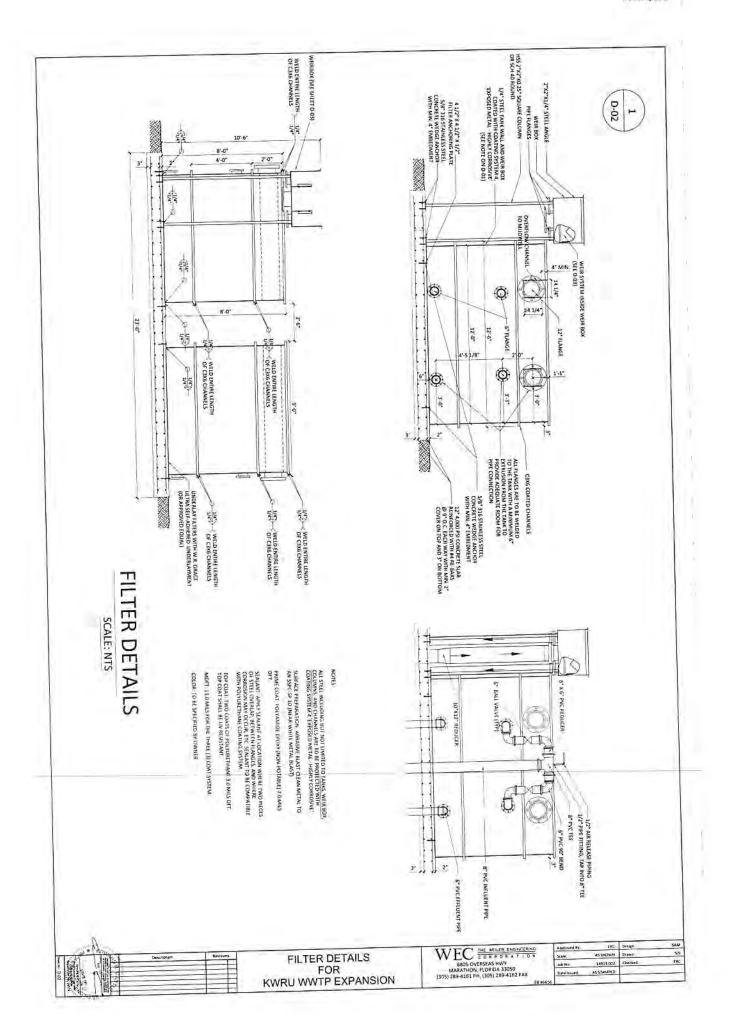


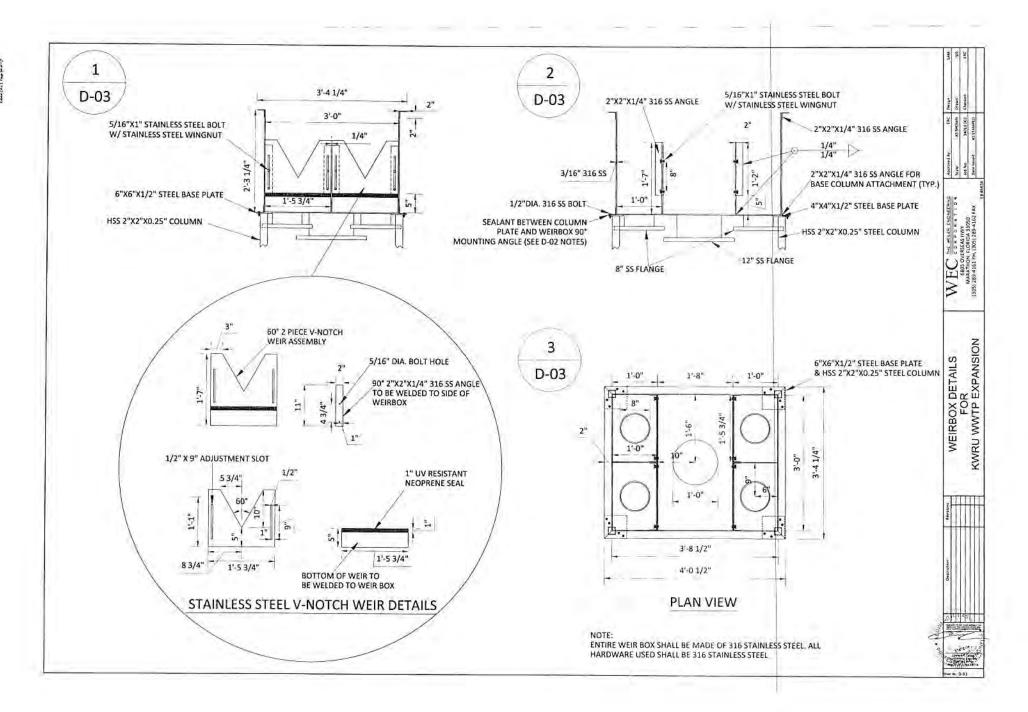


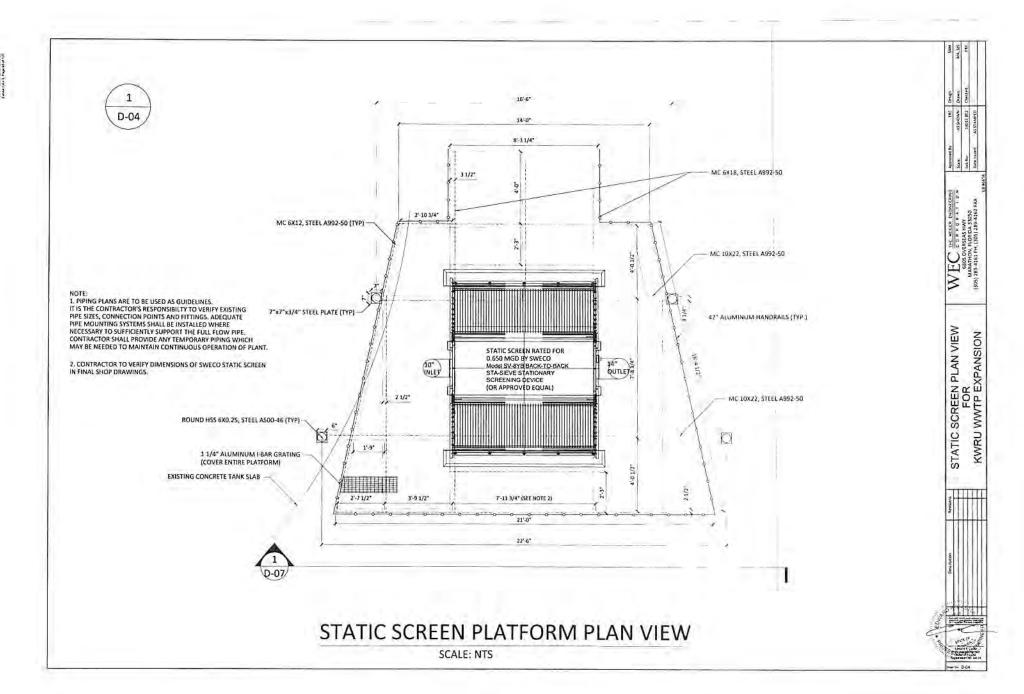


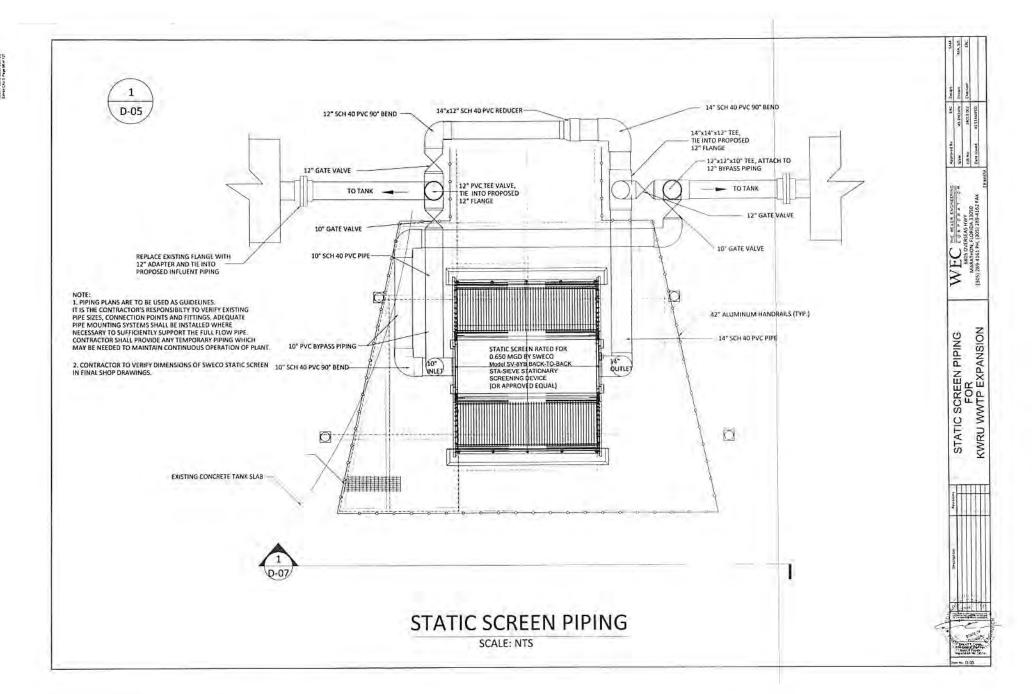


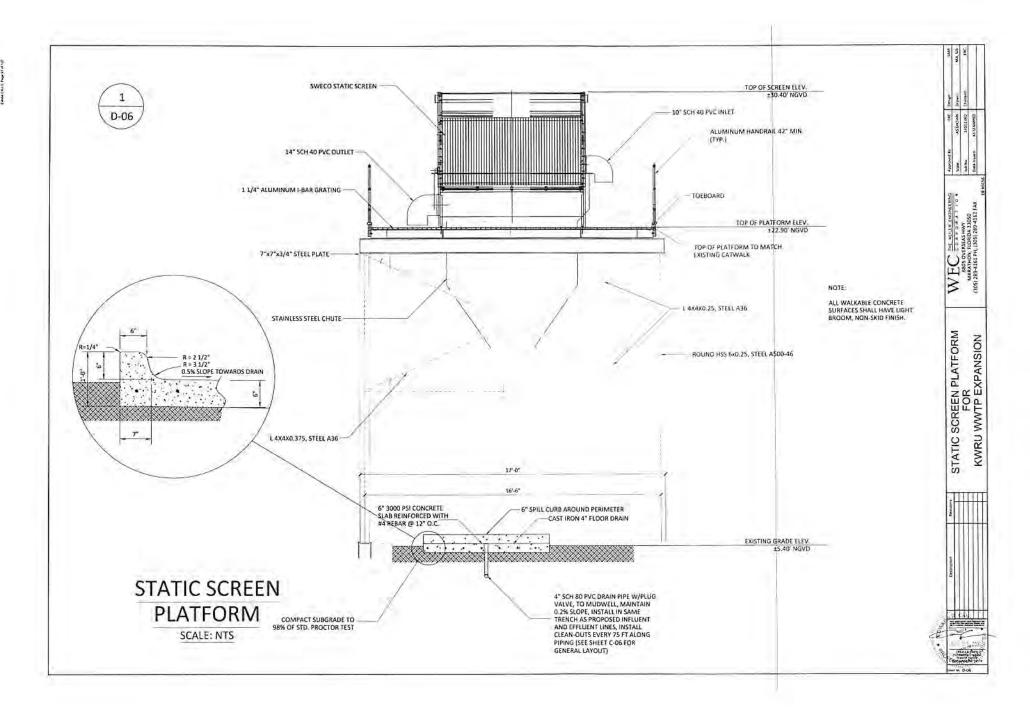


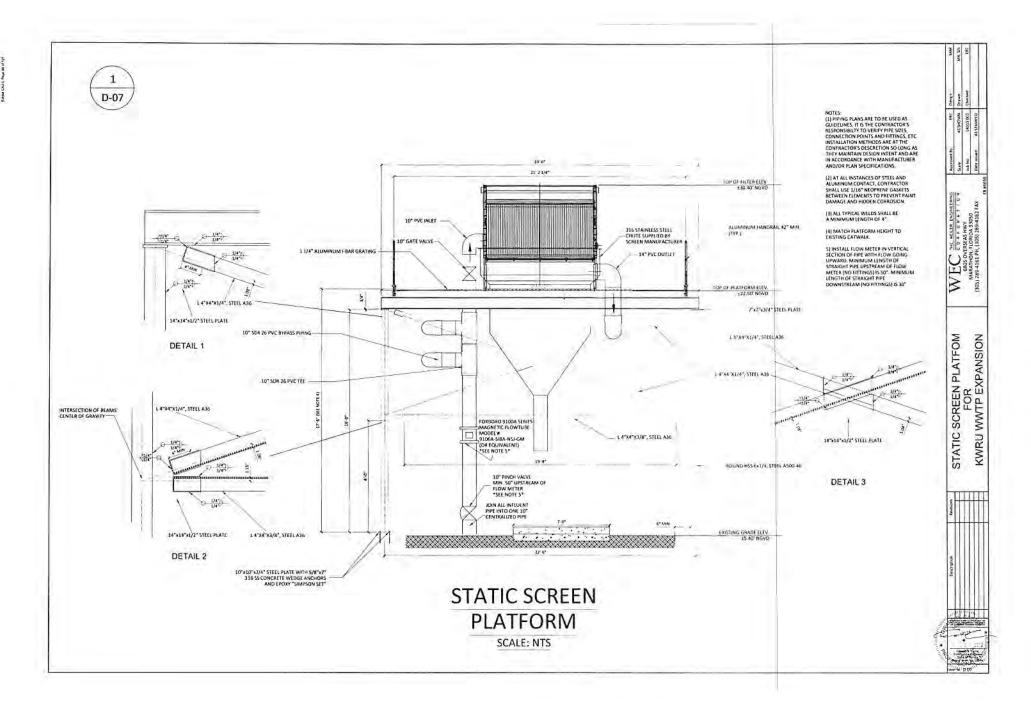


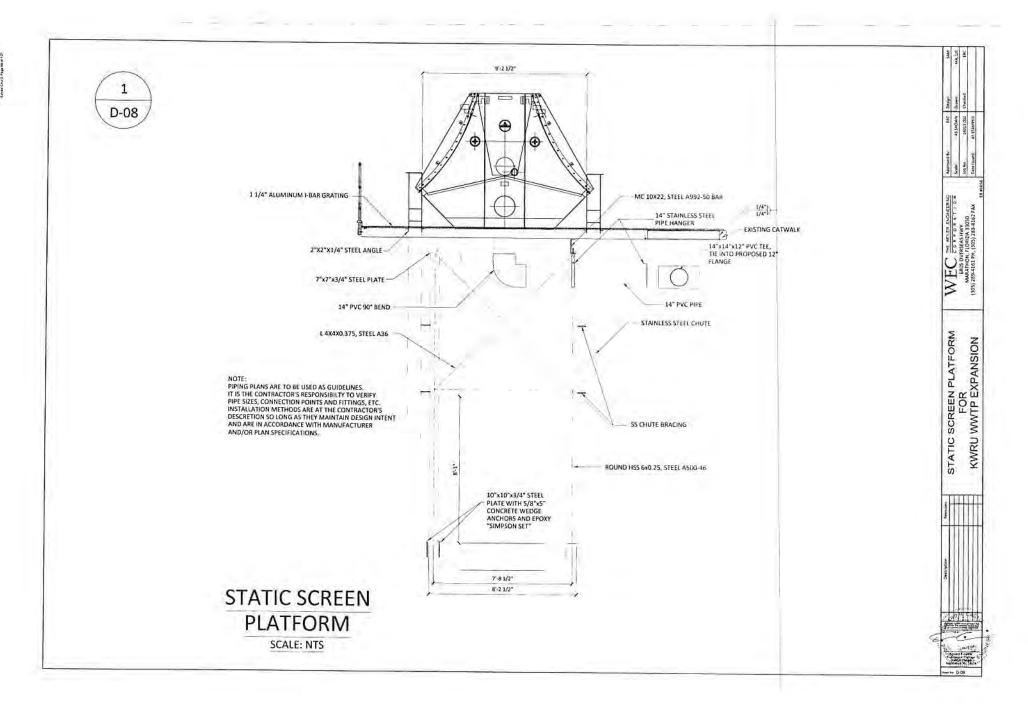


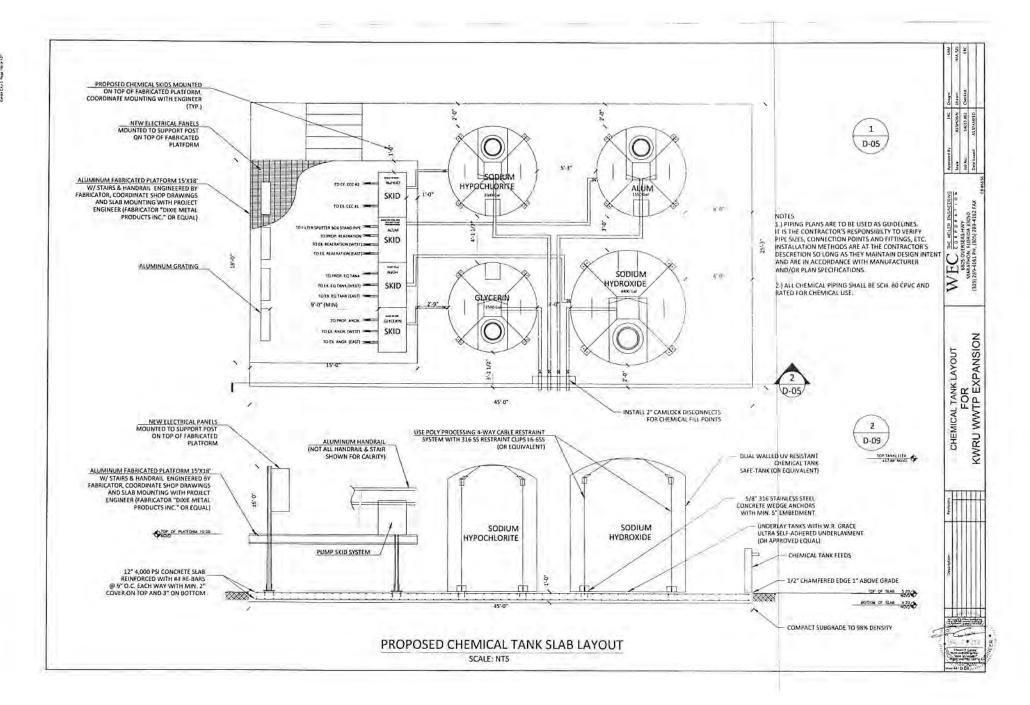


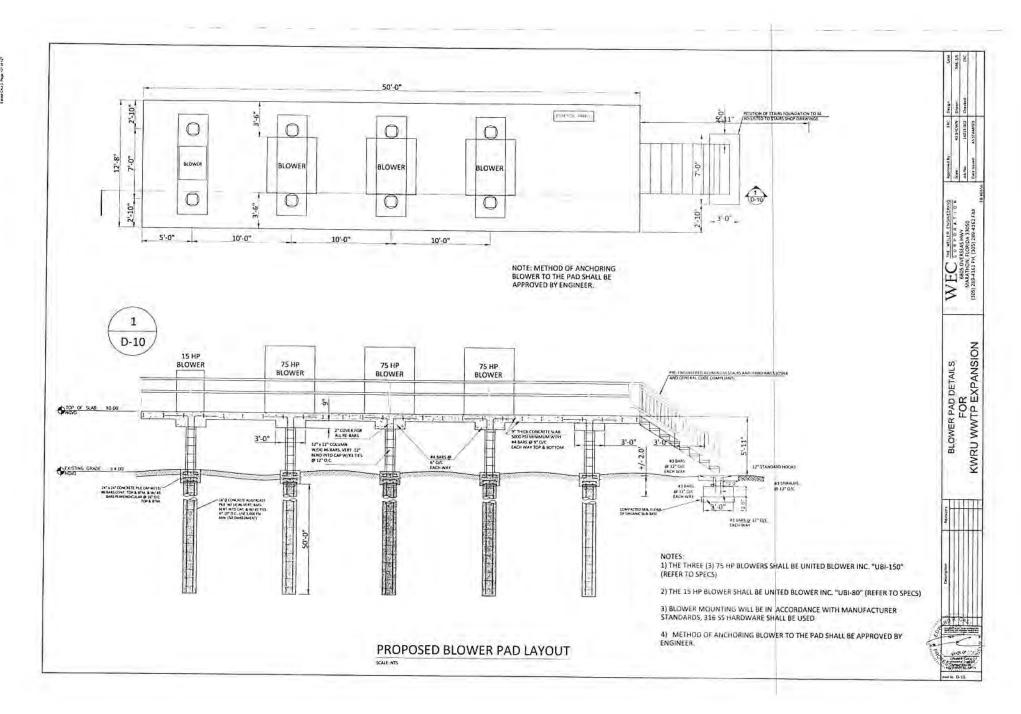


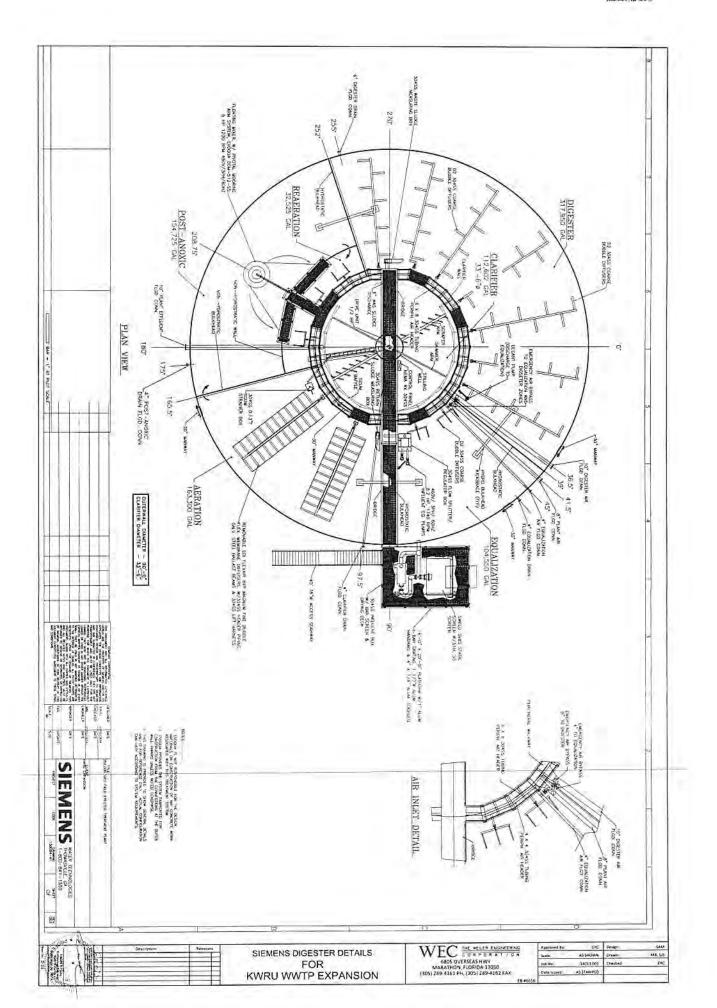


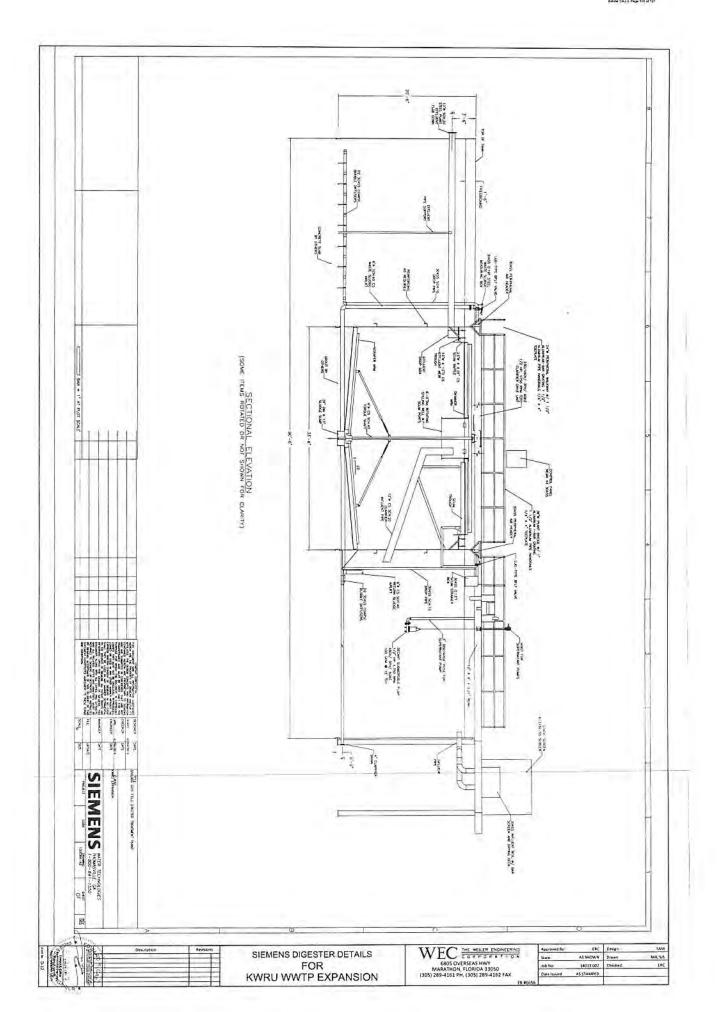


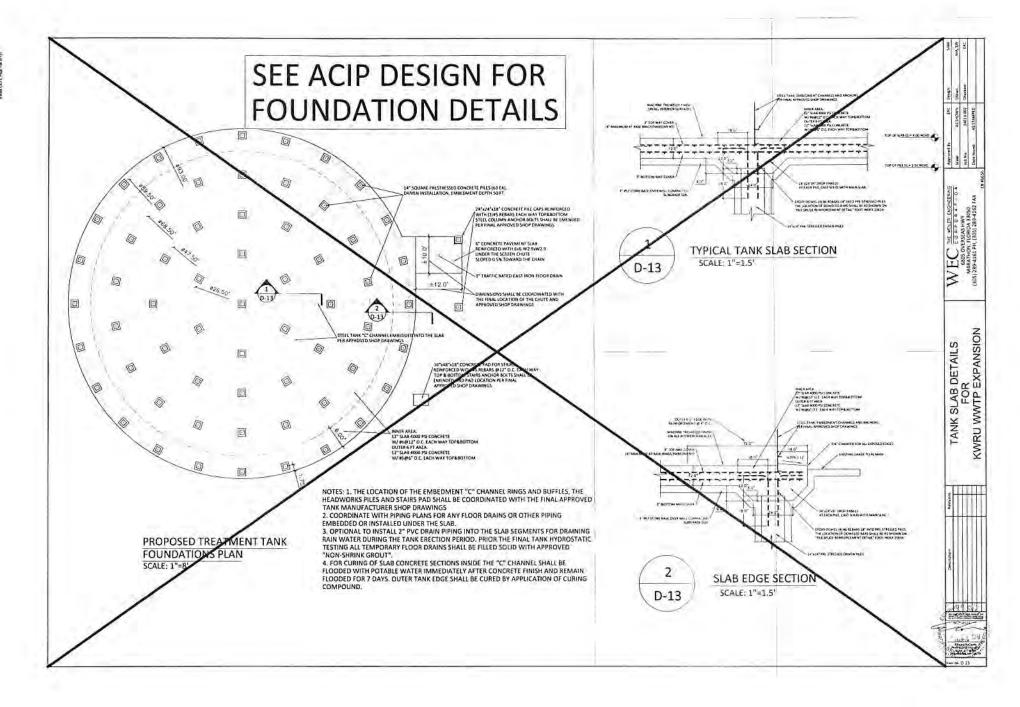


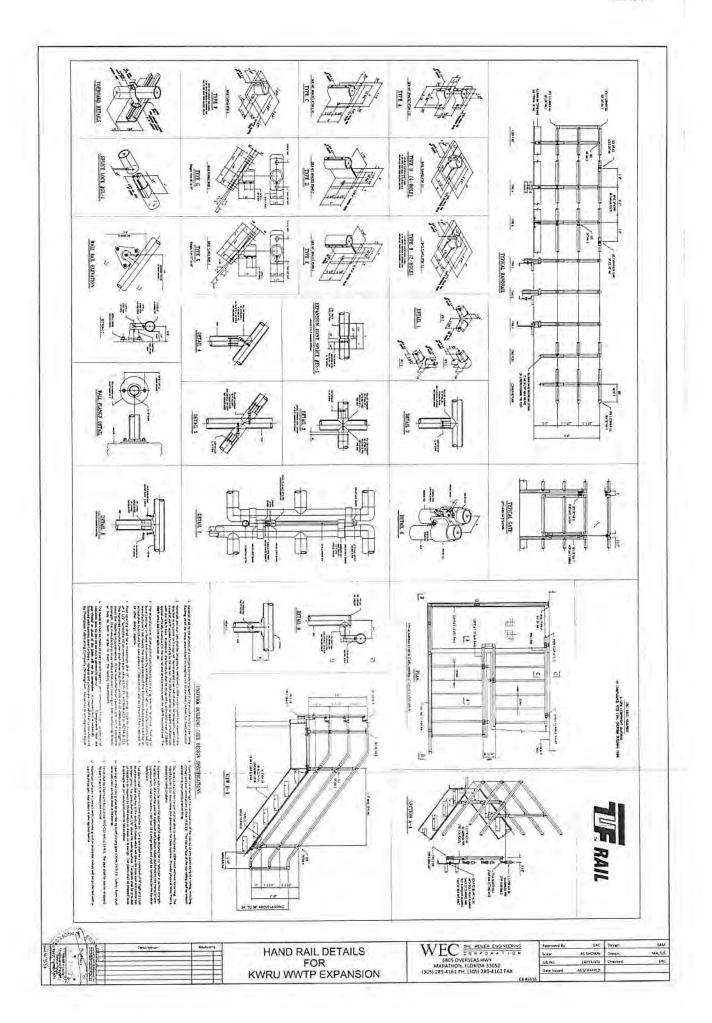


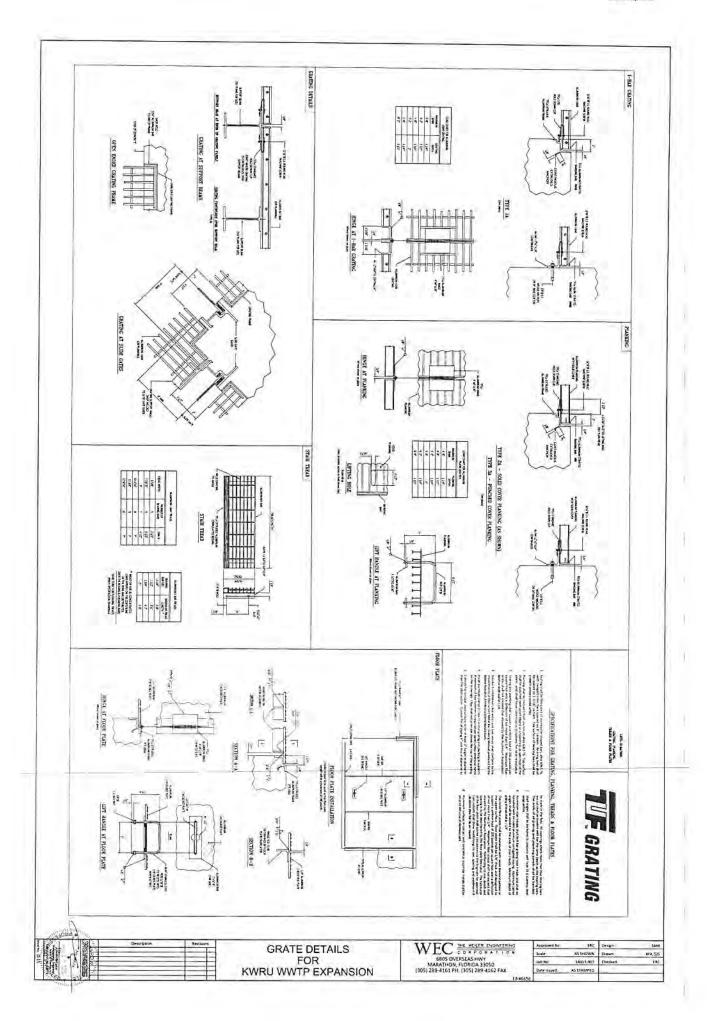


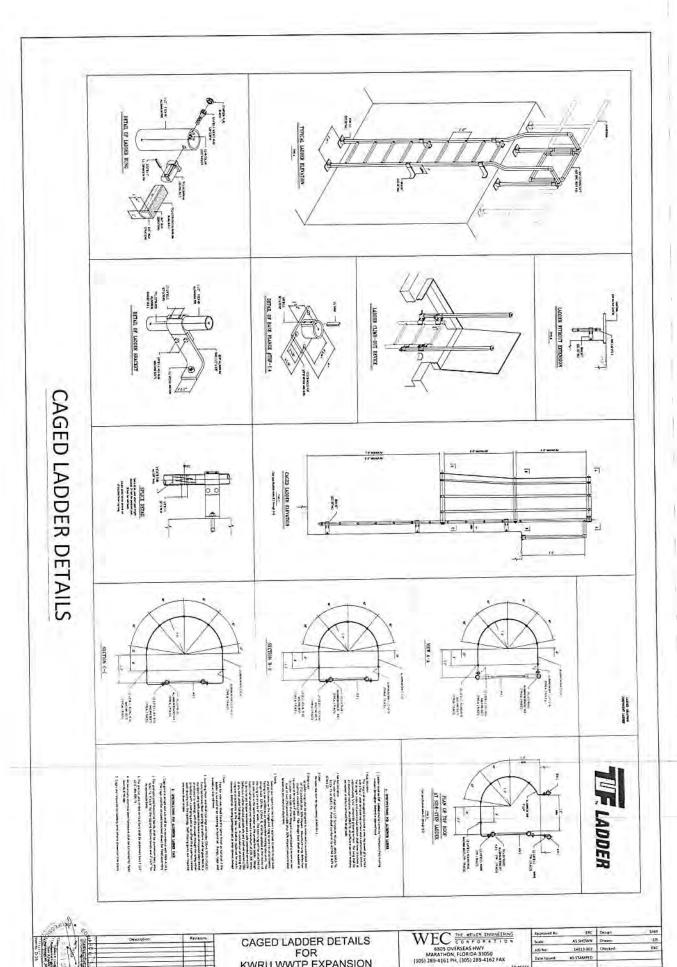




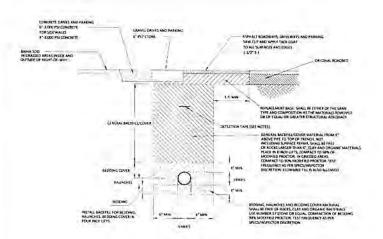








KWRU WWTP EXPANSION



### TYPICAL TRENCH SECTION

NOTE 1: LIMIT OF TRENCH WIDTH FOR RESTORATION. **GUTSIDE THESE LIMITS SHALL BE RESTORED AT CONTRACTOR'S EXPENSE** 2, 6" WIDE DETECTION TAPE WITH METALLIC BACKING TO BE INSTALLED DIRECTLY ON THE CENTERLINE OF MAIN 1' BELOW THE SURFACE. TAPE TO BE MARKED ACCORDINGLY.

TYPE					PIPE S	SIZE				
lire	4"	6"	8"	10"	12"	16"	20"	24"	30"	36"
90" BEND	14	19	25	30	34	44	52	60	70	80
45° BEND	6	8	10	12	14	18	21	25	30	34
22-1/2" BEND	3	4	5	6	7	9	10	12	14	16
11-1/4" BEND	1	2	3	4	5	6	7	8	9	10
PLUG OR BRANCH OF TEE	30	40	52	63	72	93	111	130	155	178
VALVE	15	20	25	32	36	47	56	65	78	89

1. FITTINGS SHALL BE RESTRAINED JOINTS UNLESS OTHERWISE INDICATED.

- 2. INSTALL FULL LENGTH JOINTS WITH TOTAL LENGTH EQUAL TO OR GREATER THAN SHOWN IN
- 3. WHERE TWO OR MORE FITTINGS ARE TOGETHER, USE FITTING WHICH YIELDS GREATEST LENGTH OF RESTRAINED PIPE.
- 4. ALL LINE VALVES AND THROUGH RUN OF TEES SHALL BE RESTRAINED.
- 5. FOR PIPE ENCASED IN POLYETHYLENE, INCREASE THE GIVEN VALUE BY A FACTOR OF 1.25.

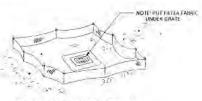
### **EROSION CONTROL MAINTENANCE SCHEDULE**

THE CONTRACTOR SHALL INSTALL SILT FENCE, STAKED HAY BALES, AND AND OTHER EROSION CONTROL DEVICES AS SHOWN ON THE DRAWINGS PRICIE TO BEGINNING CONSTRUCTION. THESE INSTALLATIONS AS SHOWN ON THE DRAWINGS SHALL BE CONSIDERED THE MINIMUM EROSION/SILTATION PROTECTION REQUIRED FOR THE SITE. IN ADDITION THE ENGINEER, OWNER, OR OWNER'S REPRESENTATIVE MAY DEEM IT NECESSARY TO INSTALL PROTECTIVE FACILITIES ELSEWHERE ON THE SITE.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING THE EROSION PROTECTION FACILITIES THROUGH COMPLETION OF CONSTRUCTION. THE CONTRACTOR SHALL PERFORM DAILY INSPECTIONS OF THE FACILITIES TO ENSURE THAT THE EROSION PROTECTION FACILITIES ARE MAINTAINING THEIR PROTECTION FUNCTIONS AND INTEGRITY.

IN ADDITION TO THE INSTALLATION OF EROSION PROTECTION FACILITIES, THE ENGINEER, OWNER, OR OWNER'S REPRESENTATIVE MAY DEEM IT NECESSARY, UPON INSPECTION OF THE SITE, THAT TURBIDITY MONITORING BE PERFORMED BY THE CONTRACTOR IF GREATER THAN D ATTUS ABOVE BACKGROUND LEVELS ARE DETCTED. THE MONITORING SHALL BE PERFORMED DAILY IF BACKGROUND TURBIDITY LEVELS REACH 25-29 HTU'S. FOR BACKGROUND TURBIDITY LEVELS LESS THAN 25 NTU'S, TURBIDITY MONITORING SHALL BE PERFORMED WEEKLY. IF BACKGROUND TURBIDITY LEVELS ARE GREATER THAN 29 NTU'S, ALL CONSTRUCTION ACTIVITIES SHALL STOP AND THE CONTRACTOR SHALL PROVIDE ADDITIONAL EROSION PROTECTION NECESSARY TO RETURN LEVELS TO 29 NTU'S OR LESS, CONSTRUCTION ACTIVITIES SHALL BEGIN AGAIN ONLY UPON APPROVAL BY THE ENGINEER, OWNER, OR OWNER'S REPRESENTATIVE

ALL EROSION PROTECTION FACILITIES SHALL BE REMOVED AFTER CONSTRUCTION COMPLETION, AND WHEN A VEGETATIVE COVER HAS BEEN WELL ESTABLISHED OVER THE CONSTRUCTED AREAS, PER THE PLANS. THE CONTRACTOR SHALL REMOVE PROTECTION FACILITIES ONLY UPON APPROVAL BY THE ENGINEER, OWNER, OR OWNER'S REPRESENTATIVE.



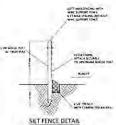
STAKED SILT BARRIER OR SILT FENCE PROTECTION AROUND DITCH BOTTOM INLETS

SILT FLOW

TYPE III SILT FENCE



TYPICAL SILT FENCE NOT TO SCALE

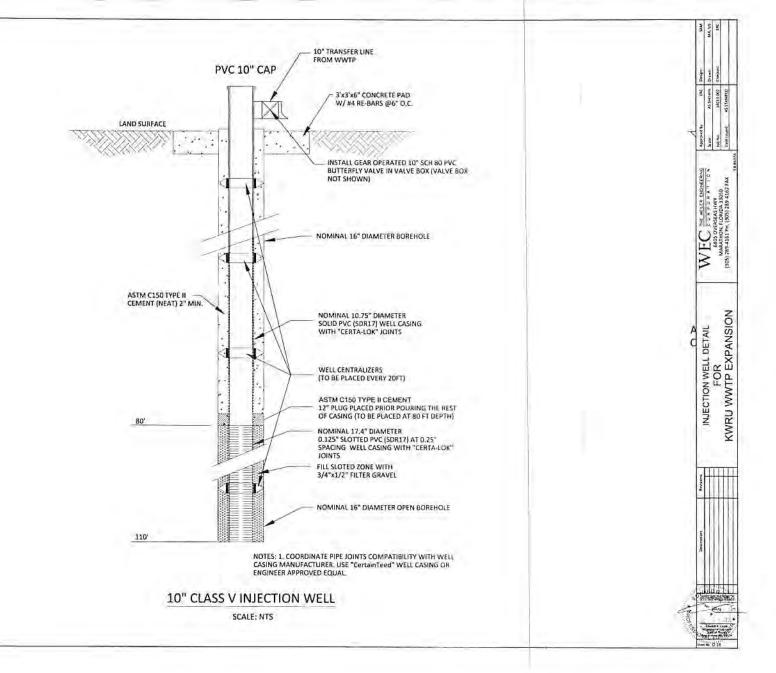


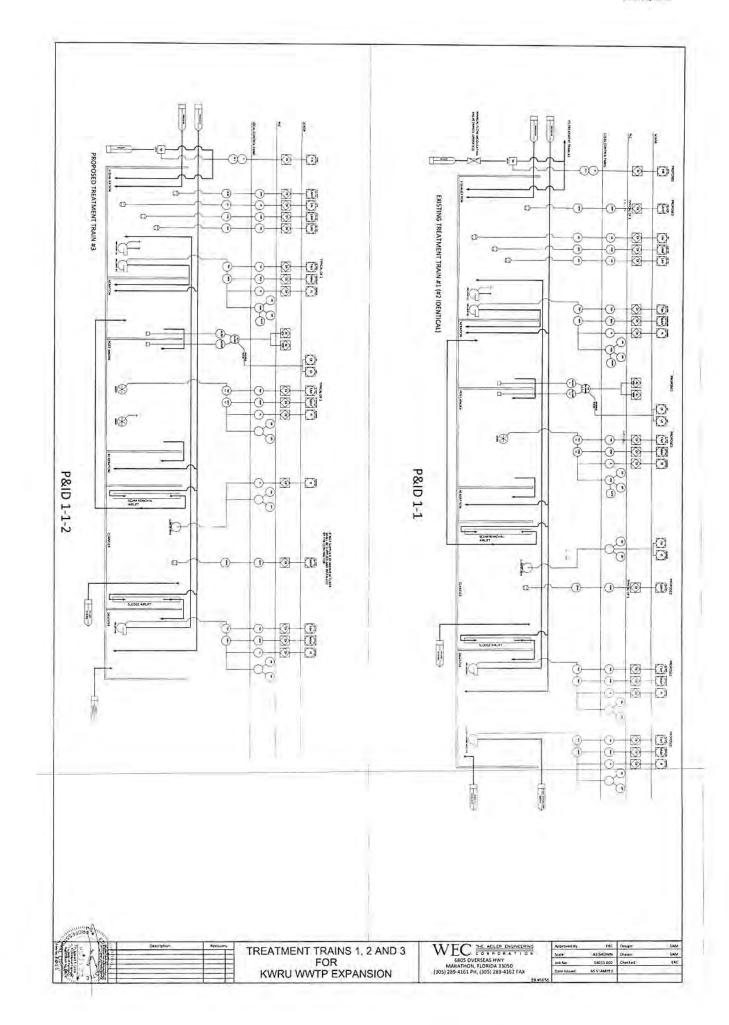
SILT FENCE DETAIL

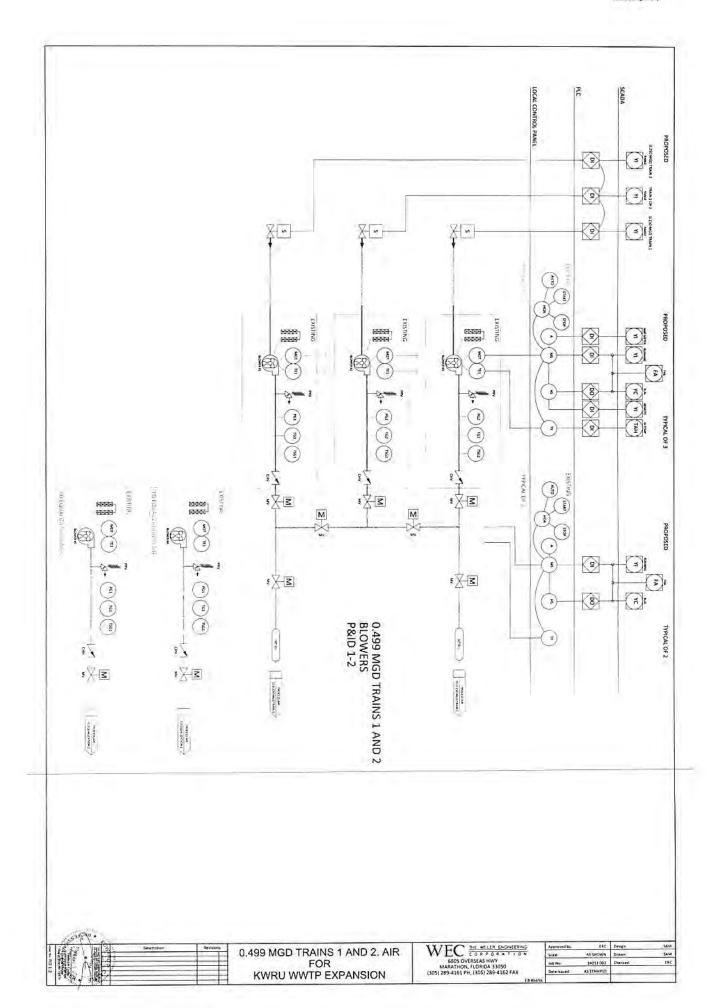
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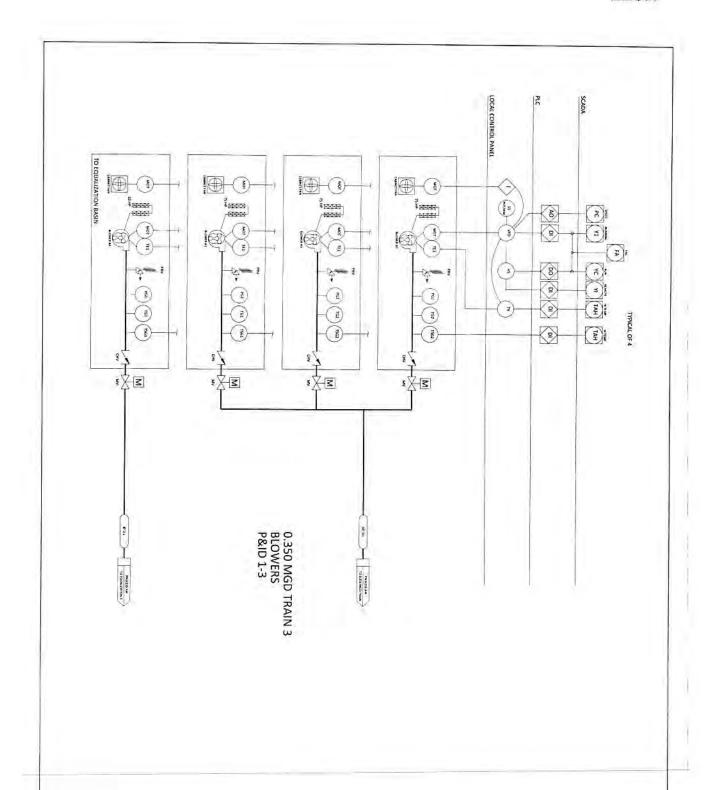
ELEVATION

GENERAL DETAILS FOR KWRU WWTP EXPANSION







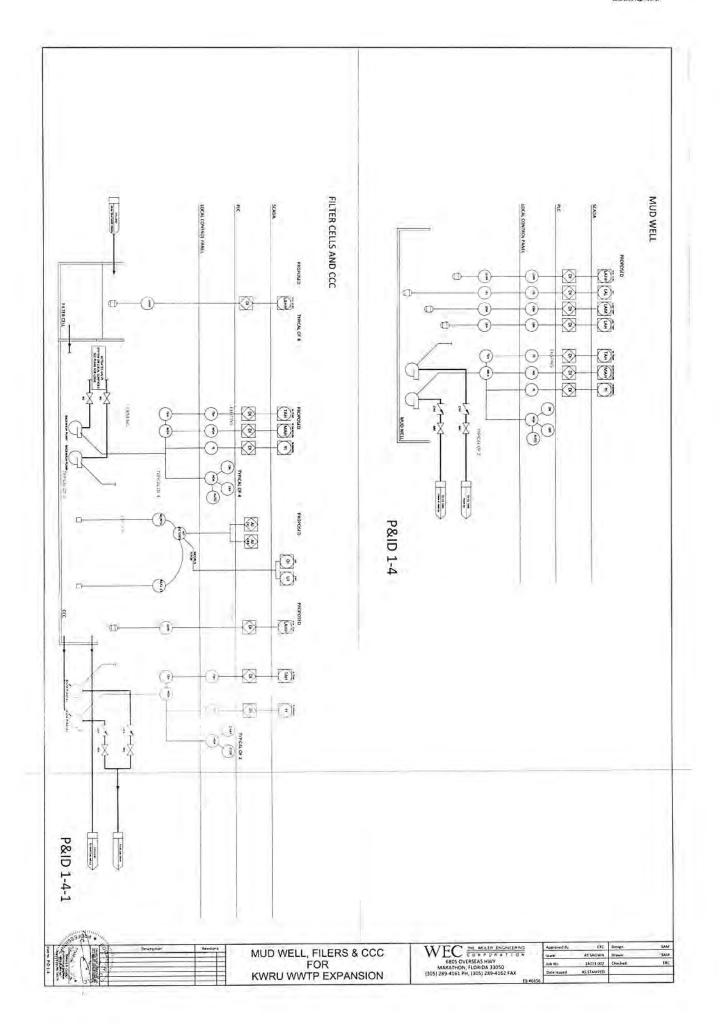


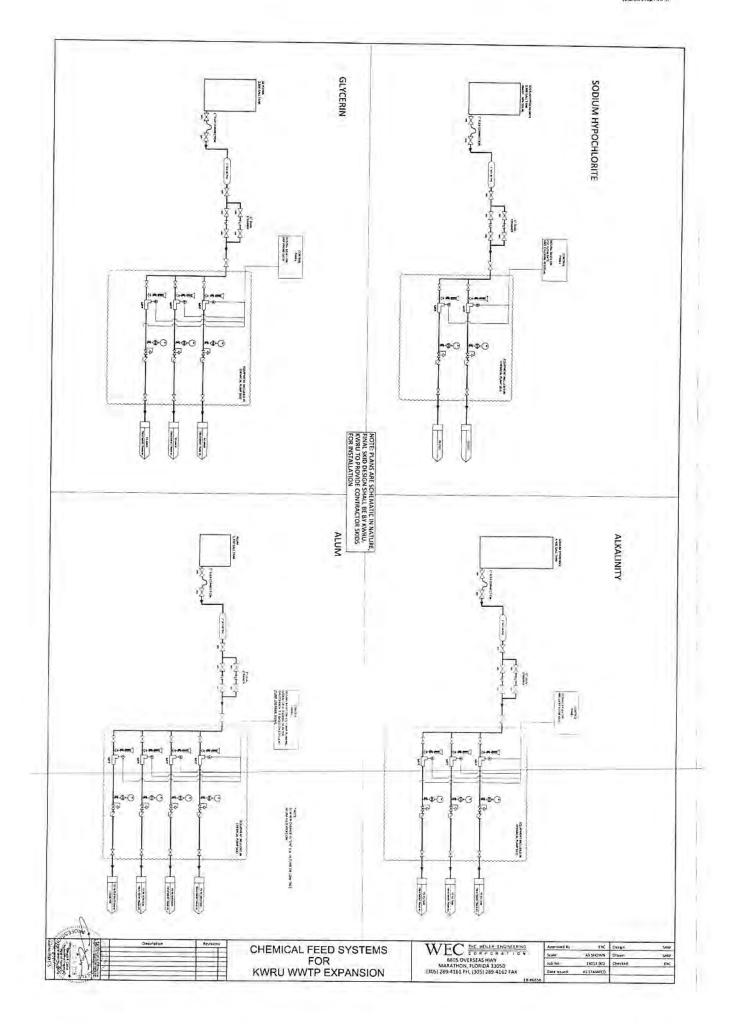
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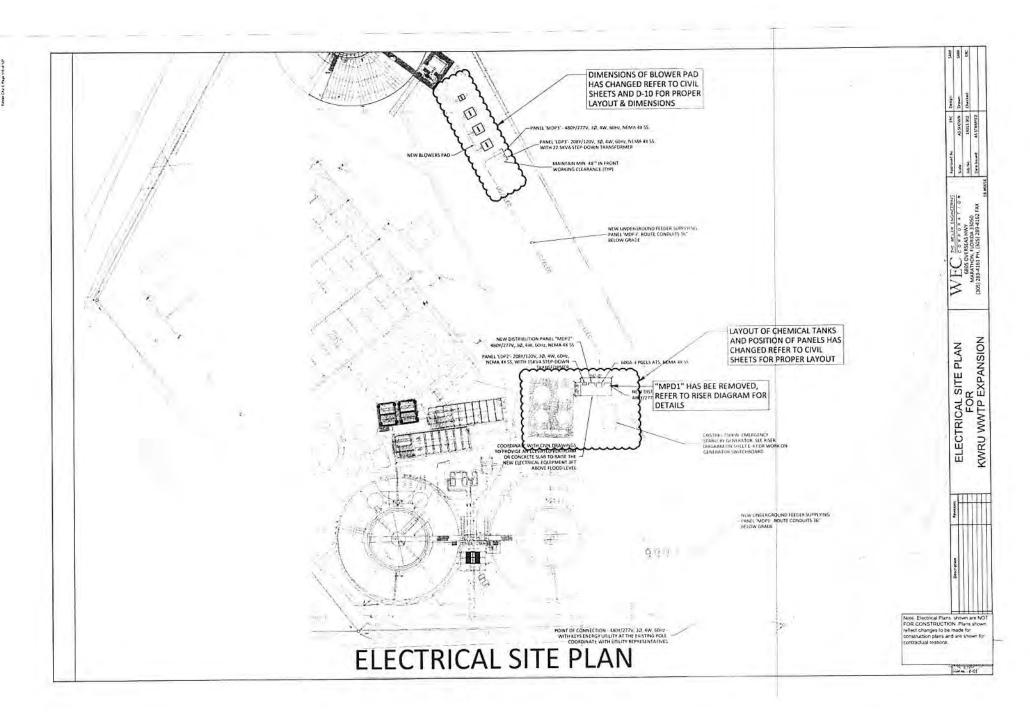
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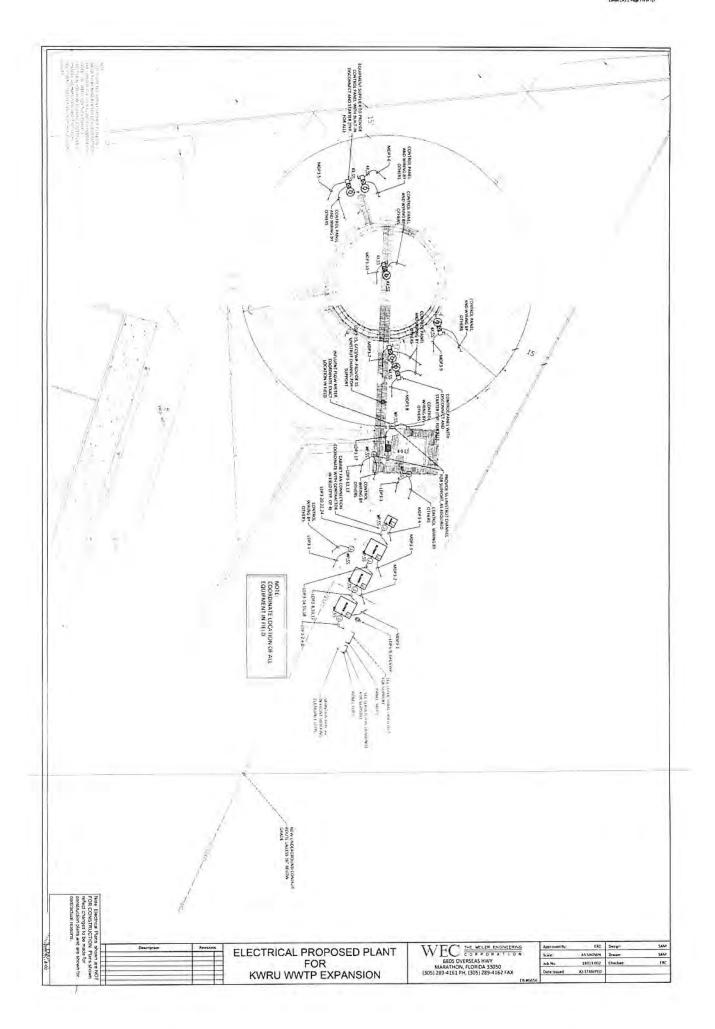
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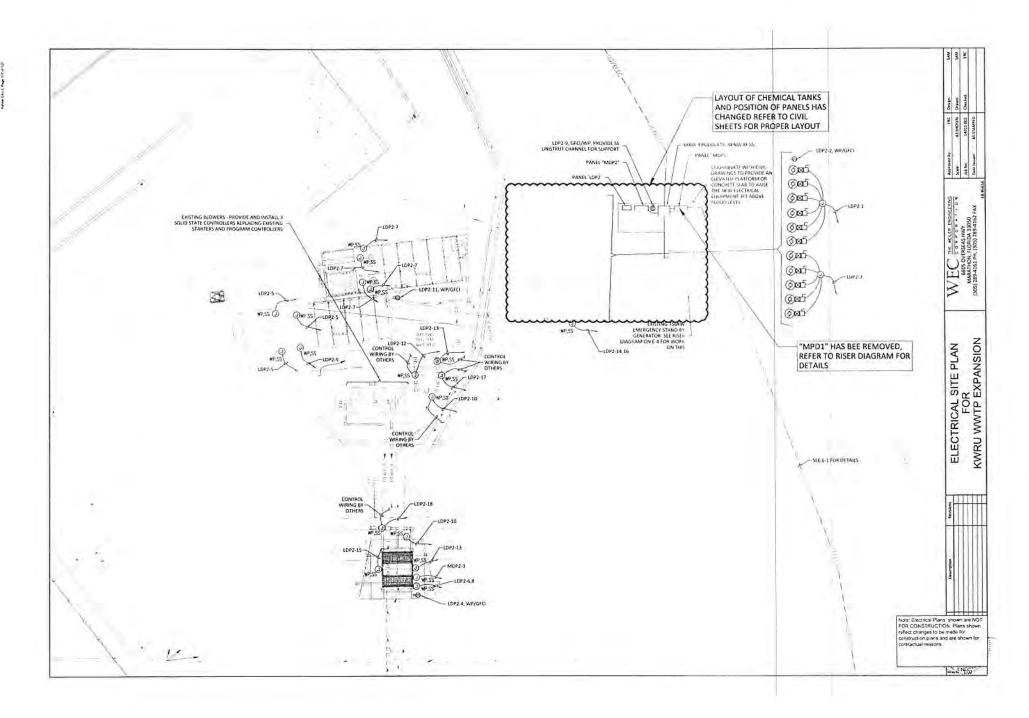
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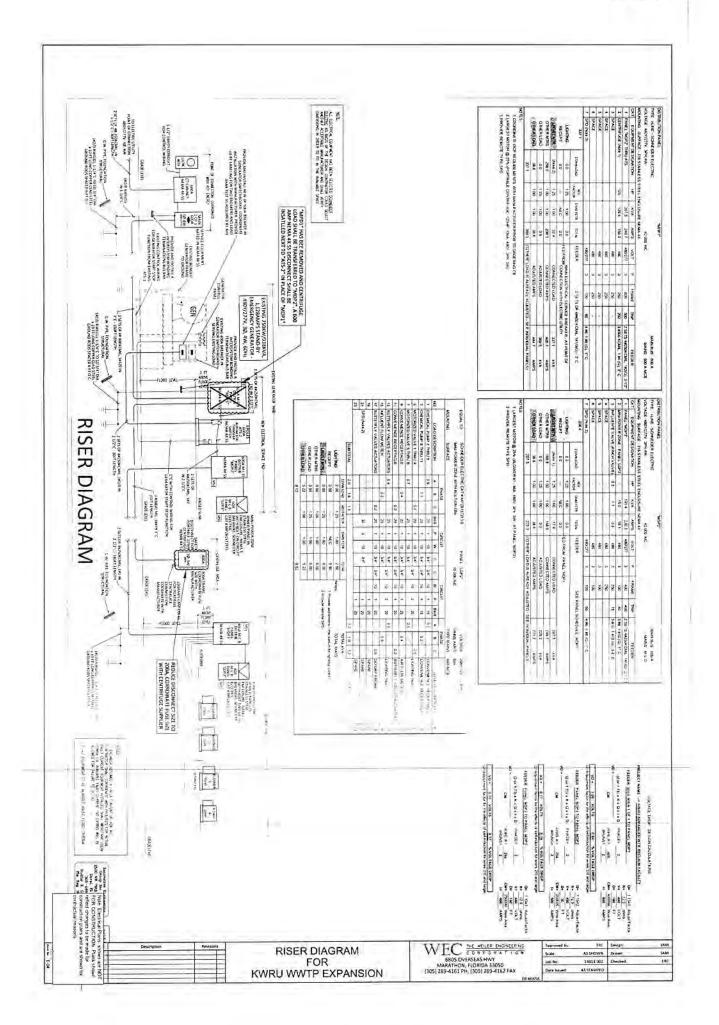


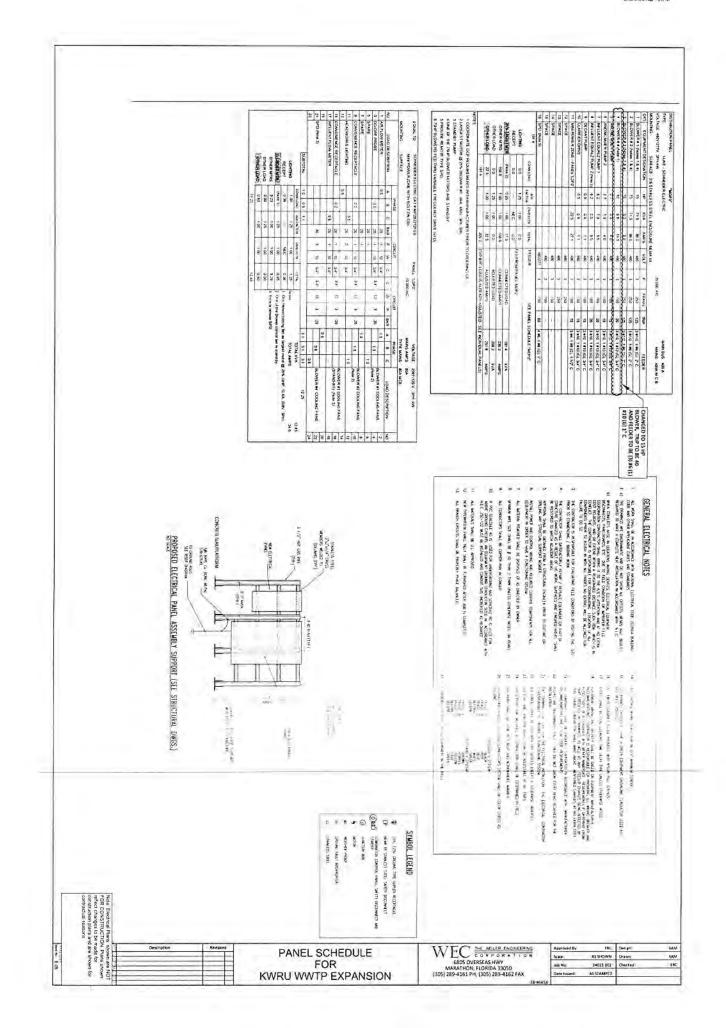


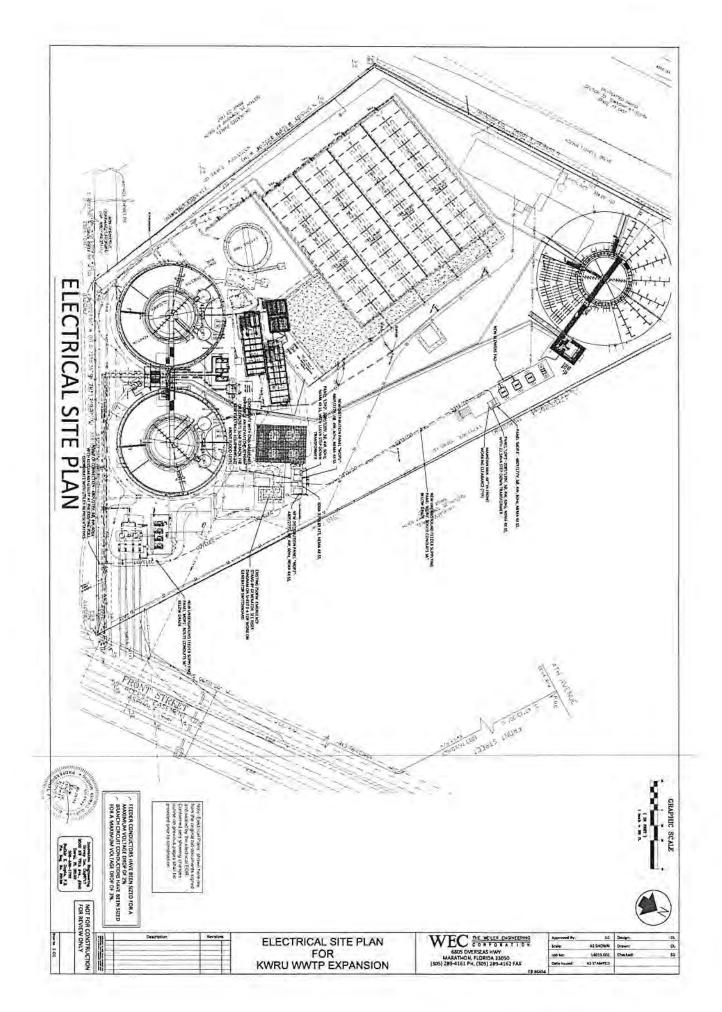


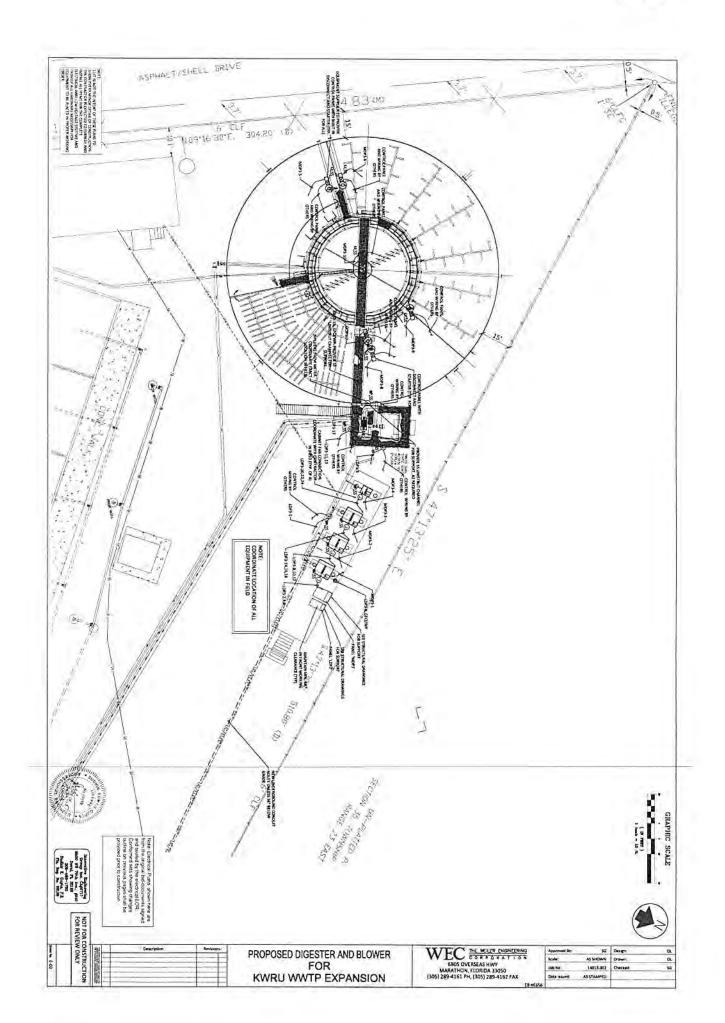


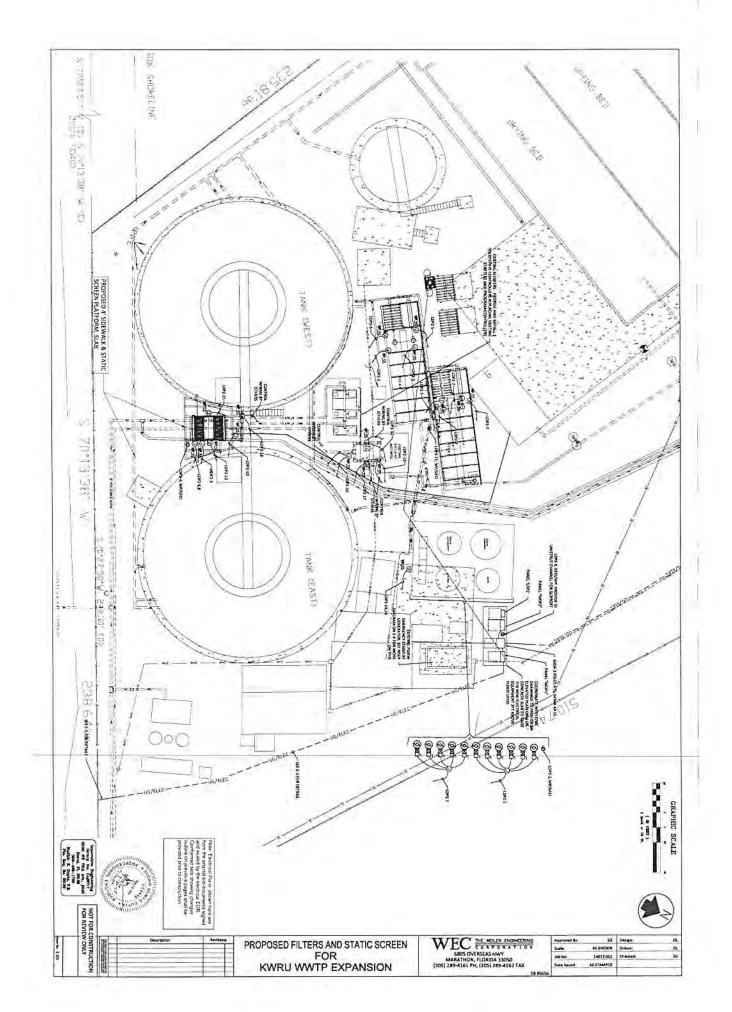


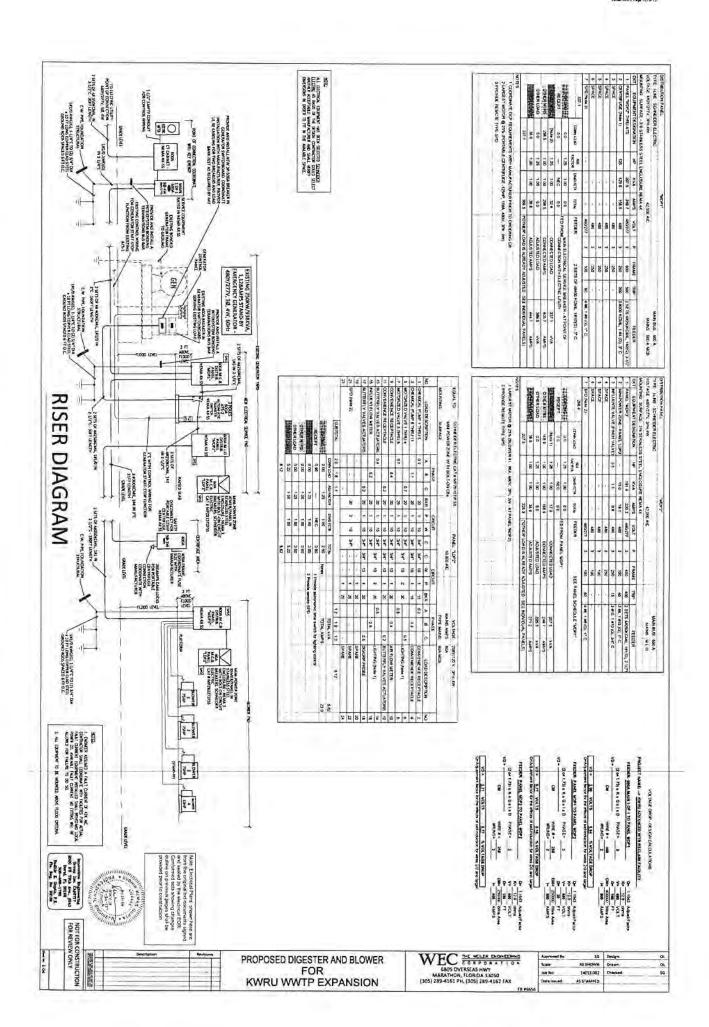


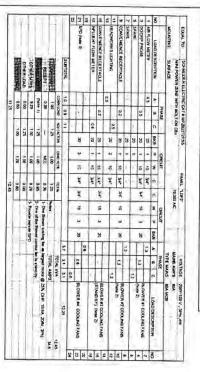




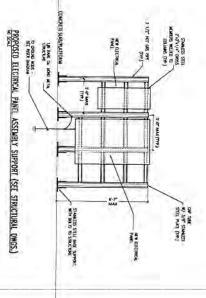








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MARATHON, FLORIDA 33050
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KWRU WWTP EXPANSION

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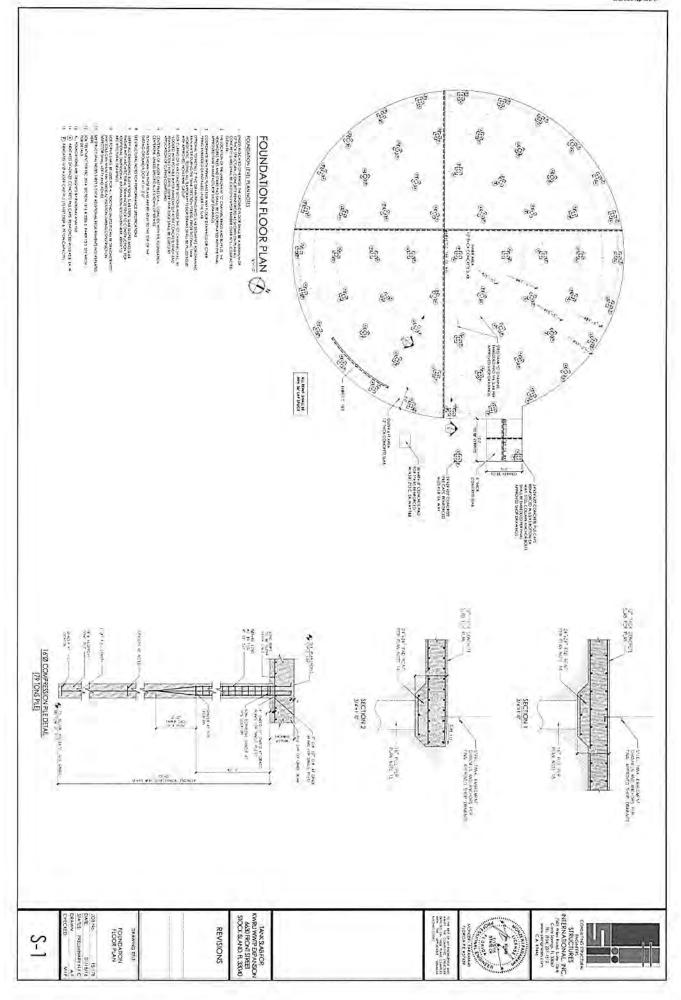
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STRUCTURAL NOTES

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# SECTION 00530

## NOTICE TO PROCEED FORM

TO:	WHARTON - SMITH, Inc.
	125 W. INDIANTOWN RD. SUITE 201
	JUPITER, FL 33458
DATE:	APRIL 8, 2016
DATE.	
PROJECT:	KWRU WWTP Upgrades
28, 2016	otified to commence WORK in accordance with the Agreement dated March.  This Notice authorizes the CONTRACTOR to commence construction,
calendar days o	nce with the Agreement, all work shall be substantially complete within $\underline{335}$ 36 of the date of this Notice to Proceed. Therefore, the date of substantial $\underline{APRIL 8, 2017}$ . The date of Final completion is $\underline{MAV 8, 2017}$
ISSUED BY:	KW RESORT UTILITIES, CORP.
	(Marie di Control)
	By (Signature)
	CHRISTOPHER A. JOHNSUN PRESIDENT
	(Printed Name and Title)
	ACCEPTANCE OF NOTICE
Receipt and acce	eptance of the above NOTICE TO PROCEED is hereby acknowledged by
	this 1.5 day of APAIL ,2016.
	/ Mr.
	By W
	Grecopy/4/1/18 DUISION MANHOER
	Printed Nigmo and Title

END OF SECTION