BID SET

Ashcraft WWTP Improvements

Ashtabula County Board of Commissioners, OH

WPCLF and OPWC Funded

November 2026



0000034495

verdantas
8150 Sterling Ct. | Mentor | OH | 44060 |
440.951.9000 | www.verdantas.com

ASHTABULA COUNTY OFFICIALS

COMMISSIONERS

Casey R. Kozlowski, President

Kathryn L. Whittington, Vice President

J.P. Ducro, IV

Lisa Hawkins, Clerk of the Board

ADMINISTRATION

Janet Discher, County Administrator

Scott Yamamoto, County Auditor

Angie Maki-Cliff, MBA, County Treasurer

April R. Grabman, County Prosecutor

Ray Nevison, Director, Department of Environmental Services

Timothy T. Martin, P.E., County Engineer

ADVERTISEMENT FOR BIDS/PUBLIC NOTICE TO BIDDERS

Sealed bids will be received at the office of the Ashtabula County Board of Commissioners, c/o Lisa Hawkins, Clerk, 2nd Floor Old Courthouse, 25 West Jefferson Street, Jefferson, Ohio 44047 until 2:30 p.m. on December 14, 2026 and will be opened and read immediately thereafter for the

ASHCRAFT WWTP IMPROVEMENTS

WPCLF AND OPWC FUNDED

OPINION OF PROBABLE CONSTRUCTION COST: $2,100,000.00

720 DAYS FROM NOTICE TO PROCEED

The bid specifications, drawings, plan holders list, addenda, and other bid information (**but not the bid forms**) may be viewed and/or downloaded for free via the internet at https://bids.verdantas.com . The bidder shall be responsible to check for Addenda and obtain same from the web site.

Bids must be in accordance with drawings and specifications and on forms available from Verdantas LLC at a non-refundable cost of One Hundred Twenty-Five Dollars ($125.00) for hard copies and Forty-Five Dollars ($45.00) for electronic files. Documents may be ordered by registering and paying online at https://bids.verdantas.com. Please contact planroom@verdantas.com or call (440) 530-2351 if you encounter any problems viewing, registering, or paying for the documents.

There will be a Non-Mandatory Pre-Bid Conference on December 1, 2026 at 12:00 p.m. at the Ashcraft Wastewater Treatment Plant, 6023 Green Road, Ashtabula, Ohio 44004.

This project will be funded by the Water Pollution Control Loan Fund Program as administered by the Ohio Environmental Protection Agency and the Ohio Water Development Authority. The Contractor shall note that there are Disadvantaged Business Enterprise participation goals for this project.

This procurement is subject to the EPA policy on encouraging the participation of small business in rural areas (SBRAs).

OHIO PREFERENCE: In accordance with Ohio Rev. Code §164.05 (A)(6), to the extent practicable, the Prime Contractor and subcontractor shall use Ohio products, materials, services, and labor in connection with this project.

STEEL PRODUCTS MADE IN THE UNITED STATES: **Domestic steel use requirements as specified in Ohio Rev. Code §153.011, https://codes.ohio.gov/ohio-revised-code/section-153.011, apply to this project. (Load-bearing structural purposes only)**

The Legal Notice may be accessed at www.ashtabulacounty.us/bids by clicking on the appropriate link titled: "Ashcraft WWTP Improvements" on the bottom of the screen and on the County's Facebook page.

The County reserves the right to reject any or all bids, waive informalities and to disregard all non-conforming, nonresponsive or conditional bids, or to increase or decrease or omit any item or items.

BY ORDER OF ASHTABULA COUNTY COMMISSIONERS
Casey Kozlowski, Kathryn Whittington J. P. Ducro IV.

Lisa Hawkins, Clerk of the Board

Publish: Gazette Newspaper & *Ashtabula County Website*
November 12, 2026

TABLE OF CONTENTS

		Page No.
	Title Page	i
	Officials Page	ii
	Advertisement for Bids/Public Notice to Bidders	iii
	Table of Contents	iv – vii
SECTION 1	BID DOCUMENTS AND BID FORMS	
	Instructions to Bidders	BD.1 – BD.8
	Prices to Include	BD.9
ALL BID FORMS SHALL BE COMPLETED AND SUBMITTED WITH BID		
	Form of Non-Collusion Affidavit	BF.1
	Corporate Resolution	BF.2
	Proposed Subcontractors	BF.3
	Experience Record	BF.4
	Insurance Agent Affidavit	BF.5
	Supplemental Bond Acknowledgement	BF.6
	Bid Security	BF.7
	Proposal Forms	BF.8 – BF.9
	EEO Certification	BF.EPA.1
	Debarment Form 5700-49	BF.EPA.2
	MBE/WBE Data Sheet I	BF.EPA.3
	MBE/WBE Form 1A – 6100-3 Proposed MBE/WBE Subcontractor*	BF.EPA.4 - BF.EPA.5
	* To be signed by Bidder & Proposed Subcontractor – attach MBE/WBE Certificate	
	MBE/WBE Form 1B – 6100-4 MBE/WBE Subcontractor List**	BF.EPA.6 - BF.EPA.7
	** Summary of All Subcontractors to be signed by Bidder	
	American Iron & Steel Acknowledgement	BF.EPA.8
	OPWC Proposal Notes and EEO Certification	OPWC.BF.1 – OPWC.BF.4
SECTION 2	CONTRACT FORMS	
	Notice of Award	CF.1
	Contract and Certificates of Fiscal Officer & Legal Counsel	CF.2 – CF.3
	Contract Bond, Certificates of Insurance & Worker's Comp.	CF.4
	Delinquent Personal Property Statement	CF.5
	Lobbying Affidavit	CF.6
	Approved Subcontractors	CF.7
	Notice to Proceed	CF.8
	Findings for Recovery & Notifications	N.1
	Taxpayer Identification Number & Certification	W9
SECTION 3	GENERAL CONDITIONS, EJCDC No. C-700 (2007)	1 – 68
SECTION 4	SUPPLEMENTARY CONDITIONS	SC.1 – SC.8

SECTION 5 SPECIFICATIONS

DIVISION 1 - GENERAL REQUIREMENTS

011000 SUMMARY
013000 ADMINISTRATIVE REQUIREMENTS
013216 CONSTRUCTION PROGRESS SCHEDULE
013223 SURVEY AND LAYOUT DATA
013236 VIDEO MONITORING AND DOCUMENTATION
013300 SUBMITTAL PROCEDURES
013319 FIELD TEST REPORTING
014000 QUALITY REQUIREMENTS
015000 TEMPORARY FACILITIES AND CONTROLS
015213 FIELD OFFICES
015713 TEMPORARY EROSION CONTROL
016000 PRODUCT REQUIREMENTS
017000 EXECUTION AND CLOSEOUT REQUIREMENTS
017800 FINAL COMPLIANCE AND SUBMITTALS
017839 PROJECT RECORDS, DRAWINGS
017900.01 OPERATIONAL DEMONSTRATION
017900.02 INSTRUCTION OF OWNER'S PERSONNEL

DIVISION 2 - EXISTING CONDITIONS

024100 DEMOLITION

DIVISION 3 - CONCRETE

030000 CONCRETE WORK

DIVISION 5 - METALS

055000 METAL FABRICATION
055119 METAL GRATING STAIRS
055213 ALUMINUM HANDRAILS

DIVISION 9 - FINISHES

099700 SPECIAL COATINGS

DIVISION 31 - EARTHWORK

310000 EARTHWORK

DIVISION 32 - EXTERIOR IMPROVEMENTS

329200.19 SEEDING AND MULCHING

DIVISION 40 - PROCESS INTEGRATION

400507 HANGERS AND SUPPORTS FOR PROCESS PIPING
400519 DUCTILE IRON PROCESS PIPE
400523 STAINLESS STEEL PROCESS PIPE AND TUBING
400551 COMMON REQUIREMENTS FOR PROCESS VALVES
400553 IDENTIFICATION FOR PROCESS PIPING
400562 PLUG VALVES
400593 COMMON MOTOR REQUIREMENTS FOR PROCESS EQUIPMENT
404100 PROCESS PIPING AND EQUIPMENT HEAT TRACING
404213 PROCESS PIPING INSULATION

DIVISION 43 - PROCESS GAS AND LIQUID HANDLING, PURIFICATION AND STORAGE EQUIPMENTS

434163 PRECAST POST-TENSIONED CONCRETE TANKS

DIVISION 46 - WATER AND WASTEWATER EQUIPMENT

460753 PACKAGED WASTEWATER TREATMENT EQUIPMENT

Page No.

SECTION 6 STANDARD SPECIFICATIONS SS.1

SECTION 7 SPECIFIC PROJECT REQUIREMENTS SR.1 – SR.2

SECTION 8 SPECIAL REQUIREMENTS – EPA

WPCLF & WSRLA Projects – Contract Document Provisions SR.EPA.1 – 4
MBE/WBE Utilization SR. EPA.5 – SR.EPA.8
Violating Facilities SR.EPA.9
SBRA SR.EPA.10
Local Protest Procedure SR.EPA.11
Continuous Treatment Provisions SR.EPA.12
WPCLF/WSRLA Payments SR.EPA.13
WPCLF/WSRLA Contract Change Order SR.EPA.14 – SR.EPA.15
Build America, Buy America *DOES NOT APPLY* SR.EPA.16 – SR.EPA.36
Buy American Requirements for Iron and Steel Products SR.EPA.37 – SR.EPA.69
Prohibition on Telecommunications and Video Surveillance SR.EPA.70 – SR.EPA.71

SECTION 9 PREVAILING WAGE RATES

Davis-Bacon Wage Rate Requirements	DB.1 – DB.10
Payroll Form, Fringe Benefit Statement & Employee Notification	DB.11 – DB.22
Wage Determinations for both Heavy/Highway and Building	DB.23

Davis-Bacon Prevailing Wage Schedule

SECTION 1
BID DOCUMENTS

INSTRUCTIONS TO BIDDERS

PART 1 GENERAL

1.1 Sealed bids shall be received by the Owner at the location specified and until the time and date specified in the Advertisement for Bids/Public Notice to Bidders.

1.2 Each bid shall contain the full name and address of each person or company interested in said bid. If no other person be so interested, the Bidder shall distinctly so state the fact.

1.3 Bid forms must be completed in ink or by typewriter. Any corrections to the bid forms prior to submission must be initialed by the person signing the bid. Failure to submit any bid form(s) or other required document(s) may be cause for rejection of the bidder's bid at the sole discretion of the Owner.

1.4 Bids by Corporations must be executed in the corporate name by the President, Vice President, or other officer accompanied by evidence of authority to sign and the corporate seal must be affixed and attested by the Secretary on the Corporate Resolution form.

1.5 Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature.

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

1.7 The bid shall contain an acknowledgment of receipt of all Addenda.

1.8 If a Bidder wishes to withdraw their bid prior to the opening of bids, they shall state their purpose in writing to the Owner before the time fixed for the opening, and when reached it shall be handed to them unread.

1.9 After the opening of bids, no Bidder may withdraw their bid for a period of 120 days.

PART 2 EXAMINATION OF CONTRACT DOCUMENTS AND SITE

2.1 Before submitting a bid, each Bidder must

A. Examine the Contract Documents thoroughly.

B. Visit the site to familiarize themselves with local conditions that may in any manner affect cost, progress, or performance of the work.

C. Familiarize themselves with Federal, State, and local laws, ordinances, rules, and regulations that may in any manner affect cost, progress, or performance of the work.

D. Study and carefully correlate Bidder's observations with the Contract Documents.

2.2 Reference is made to the Specific Project Requirements for the identification of any reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the work which have been relied upon by the Engineer in preparing the drawings and specifications. Owner will make copies of such reports available to any Bidder requesting them if not made available with the bid documents. These reports are not guaranteed as to accuracy or completeness; nor are they part of the Contract Documents. Before submitting their bid each Bidder will, at their own expense, make such additional investigations and tests as the Bidder may deem necessary to determine their bid for performance of the work in accordance with the time, price and other terms and conditions of the Contract Documents.

2.3 Upon request, the Owner will provide each Bidder access to the site to conduct such reasonable investigations and tests as each Bidder deems necessary for submission for their bid.

2.4 The lands upon which the work is to be performed, rights-of-way for access thereto, and other lands designated for use by Bidder in performing the work are identified on the Drawings.

2.5 The submission of a bid will constitute an incontrovertible representation by the Bidder that they have complied with every requirement of this section and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the work.

PART 3 ESTIMATED QUANTITIES

3.1 In Unit Price Contracts, the quantities of the work itemized in the bid are approximate only and the bidders are hereby notified that the estimated quantities made by the Engineer are merely for the guidance of the Owner in comparing on a uniform basis all bids received for the work.

3.2 The contract quantities, where itemized, are based on plan horizontal and vertical dimensions unless otherwise specified. It is the Contractor's responsibility to verify and determine actual quantities of materials such as pipe, pavement, subgrade, etc. in their ordering materials.

3.3 Payments, except for lump sum contracts and except for lump sum items in unit price contracts, will be made to the Contractor only for the actual quantities of work performed or materials furnished in accordance with the plans and specifications.

3.4 The successful Bidder will be required to furnish the Owner with a complete breakdown of the lump sum bid items, to the satisfaction of the Engineer/Architect, before signing the Contract documents.

PART 4 CONTRACTOR'S QUALIFICATION

4.1 Bidder shall provide detailed information relating to similar projects completed within the past 5 years which demonstrates the bidder's capability, responsibility, experience, skill, and financial standing to undertake this type of project and shall include a list of all projects currently under construction including status and contact person.

4.2 Bidder shall own, have rental or lease agreements for, or otherwise have readily available any and all equipment and tools necessary for proper execution of the work. The Owner reserves the right to request lists of equipment or tools available for the project including sources.

4.3 Bidder shall provide pertinent information to the Owner relative to any pending suits or outstanding liens. If no information is provided by the Bidder, the Owner shall assume that any such suits or liens do not exist.

4.4 The Owner may require similar information on any or all subcontractors proposed by the Bidder.

4.5 Bids of corporations not chartered in the state in which the work will take place must be accompanied by proper certification that the corporation is authorized to do business in that state.

PART 5 SUBCONTRACTORS

5.1 The Bidder shall state on the appropriate bid form the names of all Subcontractors, Sub Consultants and other professional service providers proposed and the items of work they are to be assigned. All work not assigned to a Subcontractor shall be assumed by the Owner to be performed by the Bidder.

5.2 The Owner reserves the right to approve all subcontractors proposed by the Bidder. If the Owner, after due investigation, rejects the use of a proposed subcontractor, the apparent successful Bidder may either submit an acceptable substitution without increase in bid price or decline substitution and withdraw their bid without sacrificing their bid security. Any listed subcontractor to whom the Owner does not make written objection prior to award of contract, shall be deemed acceptable to the Owner.

5.3 Requests for changes of Subcontractor(s) by the Bidder after the award shall be subject to the Owner's approval and shall not change the contract bid prices. Contractor shall make all requests to add, delete or substitute a subcontractor in writing.

5.4 No contractor shall be required to employ any Subcontractor, person or organization against whom they have reasonable objection.

PART 6 BID REVIEW BY OWNER

6.1 The Owner reserves the right to reject any and all bids, to waive as an informality any and all irregularities, and to disregard all nonconforming, nonresponsive or conditional bids.

6.2 All extensions and totals of unit prices and quantities submitted as part of the bid shall be considered informal until verified by the Owner. All bids must be made on the forms contained herein and the bid prices must be written therein, in figures only. Unit prices shall be separately written for "Unit Price Labor," "Unit Price Material," and "Total Unit Price" for each item listed. Should an error in addition and/or multiplication be determined while checking the Contractor's math and verifying their total bid, the "Unit Price Labor" and the "Unit Price Material" figures shall govern in determining the correct "Total Unit Price" and the correct "Item Total."

6.3 Each bidder must bid on all Items, Alternates, Deductions, and Additions contained in the Bidding Forms. All bids not in conformity with this notice may be considered non-responsive and may be rejected.

6.4 More than one bid for the same work from an individual or entity under the same of different names will not be considered. Reasonable grounds for believing that any bidder has an interest in more than one bid for the work may be cause for disqualification of that bidder and the rejection of all bids in which the bidder has an interest. A subcontractor or supplier is not a bidder, and may submit prices to multiple bidders.

6.5 In evaluating bids, the Owner may consider:

A. The qualifications and experience of the Bidder, proposed subcontractors, and principal material suppliers as outlined in the plans and specifications.

B. Financial ability and soundness of the Bidder and proposed subcontractors.

C. Completeness of all bid forms and bid requirements.

D. Alternates and unit prices requested in the Bid Forms.

E. Unit prices or schedules of values that are or appear to be unbalanced.

F. Previous contractual experience with the Owner.

G. Whether or not the bid package complies with the prescribed requirements.

H. The proposed completion date, if applicable.

I. Any other matter allowed by law or local ordinance or resolution.

6.6 Owner may conduct further investigations as they deem necessary to assist in the evaluation of any bid and to establish the responsibility, qualifications, and financial ability of the Bidder, proposed Subcontractors, and other persons and organizations to do the work in accordance with the Contract Documents to Owner's satisfaction within the prescribed time.

6.7 Owner reserves the right to reject the bid of any Bidder who does not pass any such evaluation to Owner's satisfaction.

6.8 The Contract award shall be based on the lowest and best bid or lowest responsive and responsible bid (as applicable for the public contracting agency receiving bids) for the base bid and selected alternate items (if any) for this project.

PART 7 BID SECURITY

7.1 Each bid must be accompanied by a certified or cashier's check in the amount of 10% of the amount bid, an irrevocable letter of credit in the amount of 10% of the amount bid or an original bond in the amount of 100% of the amount bid per O.R.C. Sections 153.54 and 153.571. The certified or cashier's check, or irrevocable letter of credit shall be from a financial institution authorized to transact business in the State of Ohio and acceptable to the Owner. The bond shall be underwritten by a Surety Company authorized to transact business in the State of Ohio having an Ohio agent and listed on the most current Department of the Treasury Circular 570, "Surety Companies Acceptable on Federal Bonds." The bond shall be a "Bid Guarantee and Contract Bond" ("rollover bond") per O.R.C. Sections 153.54 and 153.571 submitted for the full amount of the bid **including all alternates**, if any.

If bid security is made by bond, the Bidder and their Surety shall sign the Supplemental Bond Acknowledgement form and submit with their bid.

7.2 The certified or cashier's check, irrevocable letter of credit, or bond shall be made payable to the Owner and shall serve as a guarantee that in the event the bid is accepted and a contract is awarded to the successful Bidder, the contract will be executed by the bidder including any certifications, certificates or additional bonds required by the contract.

7.3 Failure on the part of the successful Bidder to execute the contract documents will cause the certified or cashier's check, irrevocable letter of credit, or bond to be forfeited to the Owner as damages.

A. If the Owner awards the contract without rebidding, the Bidder (and the Surety on their bond if a bond was submitted) shall be liable to the Owner for a penal sum not to exceed the difference between the low bid and the next lowest bidder or 10% of the amount of the bid, whichever is less.

B. If the Owner does not award the Contract to the next lowest Bidder, but resubmits the project for bidding; the Bidder (and the Surety on their bond if a bond was submitted) shall be liable to the Owner for a penal sum not to exceed the costs in connection with the resubmission of bids or 10% of the amount of the bid, whichever is less.

7.4 Checks or letters of credit for bid security of all bidders will be returned in the manner and timeframe stipulated in the O.R.C. Section 153.54 Bid guaranty to be filed with bid.

PART 8 CONTRACT BOND

8.1 As security for faithful performance and payment of all obligations under the Contract, the Owner shall require and the successful Bidder shall furnish either:

A. *If submitted as Bid Security at time of bid:* "Bid Guarantee and Contract Bond" (AKA "rollover bond") per O.R.C. Sections 153.54 and 153.571.

B. *If a cashier's check or irrevocable letter of credit is submitted as Bid Security at time of bid:* Contract Bond per O.R.C. Sections 153.54 and 153.57, in the amount of 100% of the Contract Price. The Contractor and their Surety shall sign the Supplemental Bond Acknowledgement form and submit with the Contract forms

8.2 The bond shall be underwritten by a Surety Company authorized to transact business in the State of Ohio having an Ohio agent and listed on the most current Department of the Treasury Circular 570, "Surety Companies Acceptable on Federal Bonds."

8.3 The contract bond shall cover correction of the work for the period stated in the specifications and the correction period shall start upon Final Acceptance of the entire project and final payment by the Owner.

8.4 Nothing in the performance of the Engineer's service to the Owner in connection with this project shall in any way imply any undertaking for the benefit of the successful Bidder, its subcontractor(s), or the surety of any of them.

PART 9 AWARD AND EXECUTION OF CONTRACT

9.1 After the Owner's legislative body awards the project, the successful bidder will receive the unsigned contract documents. Within 10 days after their receipt, the successful Bidder shall sign and deliver to the Owner said contract documents including any certifications, certificates, or additional bonds required by the contract.

9.2 The Owner shall execute the Contract within 120 days after the day of the bid opening. When necessary and by mutual consent between the Owner and the Successful Bidder, this 120 day period may be extended.

9.3 The date of the Owner's signature on the Contract Agreement shall be the effective contract date.

9.4 The Owner shall execute and deliver to the successful Bidder one set of fully executed contract documents.

PART 10 INSURANCE

10.1 Verification of limits for public liability, property damage, automobile, Worker's Compensation, or any other insurance required by the provisions of this Contract must be submitted to the Owner prior to execution of the Contract.

10.2 All insurance shall be endorsed so that it cannot be cancelled for non-payment of premium for 10 days or cancelled or non-renewed for any other reason in less than 30 days after a written notice of such proposed action by the insurer is given to the Owner. The cancellation clause on the Certificate(s) of Insurance shall read as specified in the Supplementary Conditions and failure to submit an insurance certificate and/or policy endorsement verifying same shall be reason for the Owner to consider the Contractor non-responsive in complying with the requirements for contract execution and may be cause for forfeiture of the Bid Security to Owner.

10.3 The Insurer's affording coverage shall be authorized to transact business in the State of Ohio and be listed on the most current Ohio Department of Insurance list of Ohio Licensed Companies.

10.4 The Contractor's Liability Insurance policy(s) shall be endorsed such that limits are on a Per Project basis.

10.5 The Contractor shall also provide an Owner's and Contractor's Protective Policy.

PART 11 NON-COLLUSION AFFIDAVIT

11.1 Collusion between bidders will be cause for rejection of affected bids and may be cause for rejection of all bids. Multiple bids submitted by one bidder under the same name or different names, whether as an individual, firm, partnership, corporation, profit or non-profit, affiliate, or association will be cause for rejection of bids. A subcontractor is not a bidder, and may submit prices to multiple bidders.

11.2 All bidders shall submit an affidavit that their bid is genuine and not collusive or sham; that such bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with any bidder or person, to put in a sham bid, or that such other bidder or person shall refrain from bidding; that such bidder has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of affiant or any other bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against the Owner or any person or persons interested in the proposed contract; that such bidder is the only party (or parties) who has an interest with the bidder in the profits of any contract which may result from the herein contained proposal; that no individual affiliated with the Owner, including but not limited to the head of any department, any employee, or any other official or officer of the Owner, is or will be directly or indirectly interested in this bid, and/or the profits from this bid if successful; that no individual affiliated with the Owner, including but not limited to the head of any department, any employee, or any other official or officer of the Owner, has or will receive anything of value as a result of the submission of this bid or its award; that no individual affiliated with the Owner, including but not limited to the

head of any department, any employee, or any other official or officer of the Owner, has been solicited to provide assistance and/or provided assistance to the bidder which might give the bidder a competitive advantage or circumvent the competitive bidding process; and that all statements contained in said proposal are true; and further, that such bidder has not, directly or indirectly submitted this bid, or the contents thereof, or divulged information or data relative thereto to any association or to any member or agent thereof.

11.3 Each bid must be accompanied by a completed Noncollusion Affidavit provided within the contract documents.

11.4 Where there is reason to believe collusion or combination among bidders exists, the Owner reserves the right to reject the bid of those concerned.

PART 12 DELINQUENT PERSONAL PROPERTY STATEMENT

12.1 Included with the contract documents is a Delinquent Personal Property Statement to be filled out by the successful Bidder.

12.2 The statement shall be sent to both the County Auditor and the County Treasurer. A signed copy shall remain in the contract documents as well.

PART 13 ORIGINAL DOCUMENTS

13.1 All bid forms, contract forms, bonds and any other bid documents or contract documents requiring signatures shall be submitted with original signatures. No photo copies or faxed copies of signed documents shall be accepted.

PART 14 ADDENDA

14.1 The bidder shall be responsible to obtain Addenda from the web at https://bids.verdantas.com .

END OF SECTION 08/06/26

PRICES TO INCLUDE

PART 1 - GENERAL

All work shown on the plans or required in the specifications shall be included in the amount bid. The amount bid shall include, but is not limited to, the following:

1.1 All labor, materials, tools, equipment, and transportation necessary for the proper execution of the work in accordance with the Contract Documents.

1.2 All assistance required by the Engineer to verify compliance with the Contract Documents, including measurements for final pay quantities.

1.3 Project coordination and scheduling.

1.4 A detailed breakdown of lump-sum bid items as requested by the Engineer.

1.5 All provisions necessary to protect workers, the general public, and property along the work in accordance with the Contract Documents and OSHA requirements.

1.6 Record drawings.

1.7 Mobilization.

1.8 Reimbursement to Owner for costs for re-inspection or re-testing of any work not installed in compliance with the Contract Documents.

1.9 All provisions included as described or implied in this Prices to Include Section for each Bid Item listed.

1.10 Material testing.

1.11 Preconstruction video documentation.

1.12 Bonds, insurances and/or endorsements required to fully comply with and adhere to the Contract specifications.

1.13 Completion and execution of all work shown, specified, or implied regardless of specific mention of such work in this section herein. Costs for all work items not specifically mentioned herein shall be included in the related item's bid.

PART 2 - ITEMS

2.1 BID ITEM 1 - GENERAL

The lump sum bid price shall include furnishing of all labor, equipment, and materials necessary for the proper completion of all work associated with the construction of two new treatment trains and site lighting improvements. This includes, but is not limited to, the removal and disposal of existing treatment trains, the removal and disposal of the existing blowers and air piping inside the lab, the relocation of the existing generator, the installation of site lighting, the construction of new treatment trains including all interior mechanisms, all necessary fittings and connections to ensure the proper functioning of the treatment trains as specified, shown on the Contract Drawings, or required for the proper completion of the work.

Payment will be made in accordance with an approved schedule of values and agreed percent of completion of the scheduled work.

BID FORMS

The bid forms are not available online. The bid forms are available only by purchasing a set of plans and specifications at the location indicated in the Advertisement for Bids/Public Notice to Bidders.

SECTION 2
CONTRACT FORMS

NOTICE OF AWARD

TO: «ContractName» DATE: _____
«ContractAddr»
«ContractCity», «ContractState» «ContractZip»

PROJECT: «TitleCaps»

You are notified that your Bid which was opened on «Bidopening» has been accepted for items in the amount of «ContractDollars» at the unit bid prices as reflected in the bid tabulation contained herein for the ***(fill in awarded parts, i.e. for Base Bid and Alternate C, …….. or delete)***.

You are required by the Instructions to Bidders to execute the Agreement and furnish the required Bonds, Certificates of Insurance, and other documents within 10 calendar days from the date of receipt of this Notice.

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

The Owner will return to you one (1) fully signed set of the contract documents.

ACKNOWLEDGMENT OF AWARD

ASHTABULA COUNTY BOARD OF COMMISSIONERS

_____
Lisa Hawkins, County Clerk of the Commissioners

ACKNOWLEDGMENT

«ContractCAPName»

_____
«ContractFirst» «ContractLast», «ContractTitle»

CONTRACT

FOR «TitleCaps»

THIS CONTRACT, made and entered into at «OwnerCity», «OwnerState», this _____ day of _____, 20____, by and between the «OwnerMuni» ("OWNER"), «OwnerState» and «ContractName» ("CONTRACTOR").

WITNESSETH: That the said CONTRACTOR has agreed and by this presents does agree with the OWNER for the consideration hereinafter mentioned and contained, and under penalty expressed in a bond given with these presents, and herein contained or hereunto annexed, to furnish at its own cost and expense, all the necessary tools, equipment, materials, labor, and tests in an expeditious, substantial and workmanlike manner, the equipment and appurtenances herein contemplated, commencing work within 20 days from the date of the Notice to Proceed and executing the work within the time and in the manner specified and in conformity with the requirements set forth in this Contract.

The following form essential parts of the Contract (may vary with project).

1. Advertisement for Bids/Public Notice to Bidders
2. Instruction to Bidders
3. Bid Forms and Proposal
4. Contract Forms and Exhibits
5. Contract Bond – ORC 153.571 or ORC 153.57
6. Contract Provisions
7. General Conditions
8. Supplementary Conditions
9. Specifications
10. Specific Project Requirements
11. Prevailing Wage Rate Schedule
12. Contract Drawings; if any.
13. Addenda; if any.

The CONTRACTOR agrees and understands that the work on this contract shall be subject to the acceptance of the OWNER based upon and in accordance with the contract specifications and contract plans and drawings on file in the office of the OWNER.

The CONTRACTOR agrees that each individual employed by the CONTRACTOR or any Subcontractor and engaged in work on the project under this contract shall be paid by prevailing wage established by the Department of Industrial Relations of the State of Ohio or the U.S. Department of Labor (Davis-Bacon Act) as detailed in the section titled "Wage Rates." This shall occur regardless of any contractual relationship which may be said to exist between the Contractor or any Subcontractor and such individual. ***(if a School District, delete this paragraph)***

The CONTRACTOR shall proceed with the said work in a prompt and diligent manner and shall do the several parts thereof. Further the CONTRACTOR shall complete the whole of said work in accordance with the specifications and contract drawings to the satisfaction of the OWNER on or before the time stated, and in default of completion within the time as fixed, the CONTRACTOR shall pay to the OWNER as liquidated damages, an amount equal to «Liquidated», for each and every day (Sundays and legal holidays excepted) the completion of the work may be delayed beyond the date fixed in the manner and as stipulated.

It is hereby mutually agreed that the OWNER is to pay and the CONTRACTOR is to receive, as full compensation for furnishing all materials and labor in building, constructing and testing and in all respect completing the herein described work and appurtenances in the manner and under the conditions herein specified, the prices stipulated in the proposal herein contained or hereto annexed and the total contract sum is «ContractDollars».

This Contract shall be in full force and effect from the date of execution by the OWNER and CONTRACTOR.

IN WITNESS WHEREOF: The OWNER and CONTRACTOR hereunto affixed their signature the day and year first mentioned above.

«ContractCAPName»

_____

«ContractFirst» «ContractLast», «ContractTitle»

«OwnerCaps»

_____

«OwnerCEOFirst» «OwnerCEOLast», «OwnerCEOTitle»

I hereby certify that funds in the amount of «ContractAmtwords» Dollars («ContractDollars») necessary for the foregoing Contract have been appropriated and are in the Treasury, or are in the process of collection, or are available through grants and/or loans from other funding sources.

_____

«OwnerFiscalFirst» «OwnerFiscalLast», «OwnerFiscalTitle»

APPROVED AS TO FORM:

_____

«OwnerLegalName», «OwnerLegalTitle»

THE CONTRACTOR SHALL FURNISH THE FOLLOWING ITEMS WITHIN 10 DAYS OF NOTIFICATION OF AWARD:

A) CERTIFICATE OF INSURANCE FOR CONTRACTOR'S PUBLIC LIABILITY INSURANCE POLICY AND AUTOMOTIVE INSURANCE POLICY

Owner, Verdantas LLC, CT Consultants, Inc., the Ohio EPA Director and the Ohio Water Development Authority Named as Additional Insured

B) CERTIFICATE OF INSURANCE FOR OWNER'S AND CONTRACTOR'S PROTECTIVE POLICY

Owner Named as Insured (No Additional Insured)

C) CERTIFICATE OF WORKER'S COMPENSATION

D) CONTRACT BOND THAT COMPLIES WITH ORC 153.54 AND 153.57

* D above is not required if a bond complying with ORC 153.54 and 153.571 (rollover bond) was submitted at time of bid.

DELINQUENT PERSONAL PROPERTY STATEMENT

STATE OF _____)
) SS
COUNTY OF _____)

«ContractName», having been awarded a contract by the «OwnerMuni», «OwnerState», hereby affirms under oath, pursuant to Ohio Revised Code Section 5719.042, that at the time the bid was submitted, my company **was / was not (CIRCLE ONE)** charged with delinquent personal property taxes on the General Tax List of Personal Property for «OwnerCounty» County, Ohio.

If such charge for delinquent personal property tax exists on the General Tax List of Personal Property for «OwnerCounty» County, Ohio, the amount of such due and unpaid delinquent taxes, including due and unpaid penalties and interest shall be set forth below.

A copy of this statement shall be transmitted by the Taxing District's Fiscal Officer to the County Treasurer within thirty days of the date it is submitted. A copy of this statement shall also be incorporated into the Contract made between «OwnerMuni», «OwnerState», and «ContractName», and no payment shall be made with respect to any Contract unless such statement has been so incorporated as a part thereof.

Delinquent Personal Property Tax	$_____
Penalties	$_____
Interest	$_____

«ContractCAPName»

_____
«ContractFirst» «ContractLast», «ContractTitle»

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

_____
Notary Public

My Commission Expires: _____

AFFIDAVIT

OF COMPLIANCE WITH OHIO REVISED CODE SECTION 3517.13

STATE OF _____)
) SS
COUNTY OF _____)

_____ being duly sworn deposes and states as follows:

1. I am duly authorized to make the statements contained herein on behalf of _____ ("the Contracting Party").

2. The Contracting Party is a/an (select one):

   ☐ Individual, partnership, or other unincorporated business association (including without limitation, a professional association organized under Ohio Revised Code Chapter 1787), estate, or trust

   ☐ Corporation organized and existing under the laws of the State of _____

   ☐ Labor organization

3. I hereby affirm that the Contracting Party and each of the individuals specified in R.C. 3517.13(I) (with respect to non-corporate entities and labor organizations) or R.C. 3517.13(J) (with respect to corporations) are in full compliance with the political contribution limitations set forth in R.C. 3517.13(I) and (J), as applicable.

4. I understand that a false representation on this certification will incur penalties pursuant to 3517.992(R).

Affiant further sayeth naught.

By: _____

Title: _____

SWORN TO BEFORE ME and subscribed in my presence this _____ day of

_____, 20_____.

_____
Notary Public

My commission expires: _____

APPROVED SUBCONTRACTORS

PROJECT: «TitleCaps»

PRIME CONTRACTOR: «ContractName»

1. Name: _____

   Address: _____

   City/State/Zip: _____

   Description of Work to be Performed: _____

   Phone: ( ) _____ Amount: $ _____ % of Contract: _____

   EIN# _____ Unique Entity ID# _____

2. Name: _____

   Address: _____

   City/State/Zip: _____

   Description of Work to be Performed: _____

   _____

   Phone: ( ) _____ Amount: $ _____ % of Contract: _____

   EIN# _____ Unique Entity ID# _____

3. Name: _____

   Address: _____

   City/State/Zip: _____

   Description of Work to be Performed: _____

   Phone: ( ) _____ Amount: $ _____ % of Contract: _____

   EIN# _____ Unique Entity ID# _____

4. Name: _____

   Address: _____

   City/State/Zip: _____

   Description of Work to be Performed: _____

   Phone: ( ) _____ Amount: $ _____ % of Contract: _____

   EIN# _____ Unique Entity ID# _____

«OwnerCaps»

_____

«OwnerCEOFirst» «OwnerCEOLast», «OwnerCEOTitle»

NOTICE TO PROCEED

Project: «Title»

Owner: «OwnerMuni»
«OwnerAddr»
«OwnerCity», «OwnerState» «OwnerZip»

To: «ContractName»
«ContractAddr»
«ContractCity», «ContractState» «ContractZip»

Date: _____

You are hereby notified to commence work in accordance with the Contract. All work shall be completed by «Completion_Date».

«OwnerCaps»

_____
«OwnerCEOFirst» «OwnerCEOLast», «OwnerCEOTitle»

THE OWNER OR THEIR AUTHORIZED REPRESENTATIVE SHALL INSERT THE FOLLOWING CONTRACT DOCUMENTATION IN THE EXECUTED CONTRACT:

A) FINDINGS FOR RECOVERY – ORC 9.24
(http://ffr.ohioauditor.gov/)

B1) CHECK FOR DEBARRED CONTRACTORS IN THE STATE OF OHIO
(https://www.sos.state.oh.us/records/debarred-contractors/)

B2) CHECK FEDERAL SAM (System for Award Management) for FEDERAL FUNDING (including sub-contractors), (if applicable)
(https://www.sam.gov/SAM/)

C) NOTIFICATION OF SURETY AND AGENT OF CONSTRUCTION CONTRACT AWARD – ORC 9.32 (if applicable)

D) NOTIFICATION TO UTILITY COMPANIES OF COMMENCEMENT OF CONTRACT EXECUTION – ORC 153.64 (if applicable)

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ **Go to *www.irs.gov/FormW9* for instructions and the latest information.**

Give Form to the requester. Do not send to the IRS.

Print or type. See **Specific Instructions** on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN,* later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

		–							

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here **Signature of U.S. person** ▶ **Date** ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9.*

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

CONTACT PHONE # _____

SECTION 3
GENERAL CONDITIONS

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly by

AMERICAN COUNCIL OF ENGINEERING COMPANIES

ASSOCIATED GENERAL CONTRACTORS OF AMERICA

AMERICAN SOCIETY OF CIVIL ENGINEERS

PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE
A Practice Division of the
NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

Endorsed by

CONSTRUCTION SPECIFICATIONS INSTITUTE

EJCDC C-700 Standard General Conditions of the Construction Contract
Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

These General Conditions have been prepared for use with the Suggested Forms of Agreement Between Owner and Contractor (EJCDC C-520 or C-525, 2007 Editions). Their provisions are interrelated and a change in one may necessitate a change in the other. Comments concerning their usage are contained in the Narrative Guide to the EJCDC Construction Documents (EJCDC C-001, 2007 Edition). For guidance in the preparation of Supplementary Conditions, see Guide to the Preparation of Supplementary Conditions (EJCDC C-800, 2007 Edition).

Copyright © 2007 National Society of Professional Engineers
1420 King Street, Alexandria, VA 22314-2794
(703) 684-2882
www.nspe.org

American Council of Engineering Companies
1015 15th Street N.W., Washington, DC 20005
(202) 347-7474
www.acec.org

American Society of Civil Engineers
1801 Alexander Bell Drive, Reston, VA 20191-4400
(800) 548-2723
www.asce.org

Associated General Contractors of America
2300 Wilson Boulevard, Suite 400, Arlington, VA 22201-3308
(703) 548-3118
www.agc.org

The copyright for this EJCDC document is owned jointly by the four
EJCDC sponsoring organizations and held in trust for their benefit by NSPE.

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

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 5

Article 2 – Preliminary Matters 6
2.01 Delivery of Bonds and Evidence of Insurance 6
2.02 Copies of Documents 6
2.03 Commencement of Contract Times; Notice to Proceed 6
2.04 Starting the Work 7
2.05 Before Starting Construction 7
2.06 Preconstruction Conference; Designation of Authorized Representatives 7
2.07 Initial Acceptance of Schedules 7

Article 3 – Contract Documents: Intent, Amending, Reuse 8
3.01 Intent 8
3.02 Reference Standards 8
3.03 Reporting and Resolving Discrepancies 8
3.04 Amending and Supplementing Contract Documents 9
3.05 Reuse of Documents 10
3.06 Electronic Data 10

Article 4 – Availability of Lands; Subsurface and Physical Conditions; Hazardous Environmental Conditions; Reference Points 10
4.01 Availability of Lands 10
4.02 Subsurface and Physical Conditions 11
4.03 Differing Subsurface or Physical Conditions 11
4.04 Underground Facilities 13
4.05 Reference Points 14
4.06 Hazardous Environmental Condition at Site 14

Article 5 – Bonds and Insurance 16
5.01 Performance, Payment, and Other Bonds 16
5.02 Licensed Sureties and Insurers 16
5.03 Certificates of Insurance 16
5.04 Contractor's Insurance 17
5.05 Owner's Liability Insurance 18
5.06 Property Insurance 18
5.07 Waiver of Rights 20
5.08 Receipt and Application of Insurance Proceeds 21

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

5.09 Acceptance of Bonds and Insurance; Option to Replace 21
5.10 Partial Utilization, Acknowledgment of Property Insurer 21

Article 6 – Contractor's Responsibilities 22
6.01 Supervision and Superintendence 22
6.02 Labor; Working Hours 22
6.03 Services, Materials, and Equipment 22
6.04 Progress Schedule 23
6.05 Substitutes and "Or-Equals" 23
6.06 Concerning Subcontractors, Suppliers, and Others 25
6.07 Patent Fees and Royalties 27
6.08 Permits 27
6.09 Laws and Regulations 27
6.10 Taxes 28
6.11 Use of Site and Other Areas 28
6.12 Record Documents 29
6.13 Safety and Protection 29
6.14 Safety Representative 30
6.15 Hazard Communication Programs 30
6.16 Emergencies 30
6.17 Shop Drawings and Samples 30
6.18 Continuing the Work 32
6.19 Contractor's General Warranty and Guarantee 32
6.20 Indemnification 33
6.21 Delegation of Professional Design Services 34

Article 7 – Other Work at the Site 35
7.01 Related Work at Site 35
7.02 Coordination 35
7.03 Legal Relationships 36

Article 8 – Owner's Responsibilities 36
8.01 Communications to Contractor 36
8.02 Replacement of Engineer 36
8.03 Furnish Data 36
8.04 Pay When Due 36
8.05 Lands and Easements; Reports and Tests 36
8.06 Insurance 36
8.07 Change Orders 36
8.08 Inspections, Tests, and Approvals 37
8.09 Limitations on Owner's Responsibilities 37
8.10 Undisclosed Hazardous Environmental Condition 37
8.11 Evidence of Financial Arrangements 37
8.12 Compliance with Safety Program 37

Article 9 – Engineer's Status During Construction 37
9.01 Owner's Representative 37
9.02 Visits to Site 37

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

9.03 Project Representative 38
9.04 Authorized Variations in Work 38
9.05 Rejecting Defective Work 38
9.06 Shop Drawings, Change Orders and Payments 38
9.07 Determinations for Unit Price Work 39
9.08 Decisions on Requirements of Contract Documents and Acceptability of Work 39
9.09 Limitations on Engineer's Authority and Responsibilities 39
9.10 Compliance with Safety Program 40

Article 10 – Changes in the Work; Claims 40
10.01 Authorized Changes in the Work 40
10.02 Unauthorized Changes in the Work 40
10.03 Execution of Change Orders 41
10.04 Notification to Surety 41
10.05 Claims 41

Article 11 – Cost of the Work; Allowances; Unit Price Work 42
11.01 Cost of the Work 42
11.02 Allowances 45
11.03 Unit Price Work 45

Article 12 – Change of Contract Price; Change of Contract Times 46
12.01 Change of Contract Price 46
12.02 Change of Contract Times 47
12.03 Delays 47

Article 13 – Tests and Inspections; Correction, Removal or Acceptance of Defective Work 48
13.01 Notice of Defects 48
13.02 Access to Work 48
13.03 Tests and Inspections 48
13.04 Uncovering Work 49
13.05 Owner May Stop the Work 50
13.06 Correction or Removal of Defective Work 50
13.07 Correction Period 50
13.08 Acceptance of Defective Work 51
13.09 Owner May Correct Defective Work 51

Article 14 – Payments to Contractor and Completion 52
14.01 Schedule of Values 52
14.02 Progress Payments 52
14.03 Contractor's Warranty of Title 55
14.04 Substantial Completion 55
14.05 Partial Utilization 56
14.06 Final Inspection 56
14.07 Final Payment 57
14.08 Final Completion Delayed 58
14.09 Waiver of Claims 58

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

Article 15 – Suspension of Work and Termination 58
15.01 Owner May Suspend Work 58
15.02 Owner May Terminate for Cause 58
15.03 Owner May Terminate For Convenience 60
15.04 Contractor May Stop Work or Terminate 60

Article 16 – Dispute Resolution 61
16.01 Methods and Procedures 61

Article 17 – Miscellaneous 61
17.01 Giving Notice 61
17.02 Computation of Times 61
17.03 Cumulative Remedies 62
17.04 Survival of Obligations 62
17.05 Controlling Law 62
17.06 Headings 62

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

A. Wherever used in the Bidding Requirements or Contract Documents and printed with initial capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.

1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.

2. *Agreement*—The written instrument which is evidence of the agreement between Owner and Contractor covering the Work.

3. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

4. *Asbestos*—Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.

5. *Bid*—The offer or proposal of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

6. *Bidder*—The individual or entity who submits a Bid directly to Owner.

7. *Bidding Documents*—The Bidding Requirements and the proposed Contract Documents (including all Addenda).

8. *Bidding Requirements*—The advertisement or invitation to bid, Instructions to Bidders, Bid security of acceptable form, if any, and the Bid Form with any supplements.

9. *Change Order*—A document recommended by Engineer which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement.

10. *Claim*—A demand or assertion by Owner or Contractor seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.

11. *Contract*—The entire and integrated written agreement between the Owner and Contractor concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

12. *Contract Documents*—Those items so designated in the Agreement. Only printed or hard copies of the items listed in the Agreement are Contract Documents. Approved Shop Drawings, other Contractor submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.

13. *Contract Price*—The moneys payable by Owner to Contractor for completion of the Work in accordance with the Contract Documents as stated in the Agreement (subject to the provisions of Paragraph 11.03 in the case of Unit Price Work).

14. *Contract Times*—The number of days or the dates stated in the Agreement to: (i) achieve Milestones, if any; (ii) achieve Substantial Completion; and (iii) complete the Work so that it is ready for final payment as evidenced by Engineer's written recommendation of final payment.

15. *Contractor*—The individual or entity with whom Owner has entered into the Agreement.

16. *Cost of the Work*—See Paragraph 11.01 for definition.

17. *Drawings*—That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings and other Contractor submittals are not Drawings as so defined.

18. *Effective Date of the Agreement*—The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

19. *Engineer*—The individual or entity named as such in the Agreement.

20. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.

21. *General Requirements*—Sections of Division 1 of the Specifications.

22. *Hazardous Environmental Condition*—The presence at the Site of Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto.

23. *Hazardous Waste*—The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.

24. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

25. *Liens*—Charges, security interests, or encumbrances upon Project funds, real property, or personal property.

26. *Milestone*—A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

27. *Notice of Award*—The written notice by Owner to the Successful Bidder stating that upon timely compliance by the Successful Bidder with the conditions precedent listed therein, Owner will sign and deliver the Agreement.

28. *Notice to Proceed*—A written notice given by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work under the Contract Documents.

29. *Owner*—The individual or entity with whom Contractor has entered into the Agreement and for whom the Work is to be performed.

30. *PCBs*—Polychlorinated biphenyls.

31. *Petroleum*—Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.

32. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor's plan to accomplish the Work within the Contract Times.

33. *Project*—The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.

34. *Project Manual*—The bound documentary information prepared for bidding and constructing the Work. A listing of the contents of the Project Manual, which may be bound in one or more volumes, is contained in the table(s) of contents.

35. *Radioactive Material*—Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.

36. *Resident Project Representative*—The authorized representative of Engineer who may be assigned to the Site or any part thereof.

37. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.

38. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements to support scheduled performance of related construction activities.

39. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

40. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.

41. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by Owner which are designated for the use of Contractor.

42. *Specifications*—That part of the Contract Documents consisting of written requirements for materials, equipment, systems, standards and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable thereto.

43. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work at the Site.

44. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

45. *Successful Bidder*—The Bidder submitting a responsive Bid to whom Owner makes an award.

46. *Supplementary Conditions*—That part of the Contract Documents which amends or supplements these General Conditions.

47. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or Subcontractor.

48. *Underground Facilities*—All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.

49. *Unit Price Work*—Work to be paid for on the basis of unit prices.

50. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.

51. *Work Change Directive*—A written statement to Contractor issued on or after the Effective Date of the Agreement and signed by Owner and recommended by Engineer ordering an

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

1.02 *Terminology*

A. The words and terms discussed in Paragraph 1.02.B through F are not defined but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.

B. *Intent of Certain Terms or Adjectives:*

1. The Contract Documents include the terms "as allowed," "as approved," "as ordered," "as directed" or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives "reasonable," "suitable," "acceptable," "proper," "satisfactory," or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Paragraph 9.09 or any other provision of the Contract Documents.

C. *Day:*

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

D. *Defective:*

1. The word "defective," when modifying the word "Work," refers to Work that is unsatisfactory, faulty, or deficient in that it:

a. does not conform to the Contract Documents; or

b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or

c. has been damaged prior to Engineer's recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 14.04 or 14.05).

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

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

1. The word "furnish," when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.

2. The word "install," when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.

3. The words "perform" or "provide," when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.

4. When "furnish," "install," "perform," or "provide" is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of Contractor, "provide" is implied.

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

ARTICLE 2 – PRELIMINARY MATTERS

2.01 *Delivery of Bonds and Evidence of Insurance*

A. When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner such bonds as Contractor may be required to furnish.

B. *Evidence of Insurance:* Before any Work at the Site is started, Contractor and Owner shall each deliver to the other, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance which either of them or any additional insured may reasonably request) which Contractor and Owner respectively are required to purchase and maintain in accordance with Article 5.

2.02 *Copies of Documents*

A. Owner shall furnish to Contractor up to ten printed or hard copies of the Drawings and Project Manual. Additional copies will be furnished upon request at the cost of reproduction.

2.03 *Commencement of Contract Times; Notice to Proceed*

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

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

2.04 *Starting the Work*

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

2.05 *Before Starting Construction*

A. *Preliminary Schedules:* Within 10 days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements), Contractor shall submit to Engineer for timely review:

1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract Documents;

2. a preliminary Schedule of Submittals; and

3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.06 *Preconstruction Conference; Designation of Authorized Representatives*

A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in Paragraph 2.05.A, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, and maintaining required records.

B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit instructions, receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.07 *Initial Acceptance of Schedules*

A. At least 10 days before submission of the first Application for Payment a conference attended by Contractor, Engineer, and others as appropriate will be held to review for acceptability to Engineer as provided below the schedules submitted in accordance with Paragraph 2.05.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to Engineer.

1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.

2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.

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

ARTICLE 3 – CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

3.01 *Intent*

A. The Contract Documents are complementary; what is required by one is as binding as if required by all.

B. It is the intent of the Contract Documents to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that reasonably may be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the indicated result will be provided whether or not specifically called for, at no additional cost to Owner.

C. Clarifications and interpretations of the Contract Documents shall be issued by Engineer as provided in Article 9.

3.02 *Reference Standards*

A. Standards, Specifications, Codes, Laws, and Regulations

1. Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard, specification, manual, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.

2. No provision of any such standard, specification, manual, or code, or any instruction of a Supplier, shall be effective to change the duties or responsibilities of Owner, Contractor, or Engineer, or any of their subcontractors, consultants, agents, or employees, from those set forth in the Contract Documents. No such provision or instruction shall be effective to assign to Owner, Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies:*

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

1. *Contractor's Review of Contract Documents Before Starting Work*: Before undertaking each part of the Work, Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy which Contractor discovers, or has actual knowledge of, and shall obtain a written interpretation or clarification from Engineer before proceeding with any Work affected thereby.

2. *Contractor's Review of Contract Documents During Performance of Work*: If, during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation , (b) any standard, specification, manual, or code, or (c) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 6.16.A) until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in Paragraph 3.04.

3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

B. *Resolving Discrepancies:*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:

a. the provisions of any standard, specification, manual, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference in the Contract Documents); or

b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Amending and Supplementing Contract Documents*

A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof by either a Change Order or a Work Change Directive.

B. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, by one or more of the following ways:

1. A Field Order;

2. Engineer's approval of a Shop Drawing or Sample (subject to the provisions of Paragraph 6.17.D.3); or

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

3. Engineer's written interpretation or clarification.

3.05 *Reuse of Documents*

A. Contractor and any Subcontractor or Supplier shall not:

1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media editions; or

2. reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer.

B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein shall preclude Contractor from retaining copies of the Contract Documents for record purposes.

3.06 *Electronic Data*

A. Unless otherwise stated in the Supplementary Conditions, the data furnished by Owner or Engineer to Contractor, or by Contractor to Owner or Engineer, that may be relied upon are limited to the printed copies (also known as hard copies). Files in electronic media format of text, data, graphics, or other types are furnished only for the convenience of the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

B. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the transferring party.

C. When transferring documents in electronic media format, the transferring party makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the data's creator.

ARTICLE 4 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS; REFERENCE POINTS

4.01 *Availability of Lands*

A. Owner shall furnish the Site. Owner shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work. Owner will obtain in a timely manner and pay for easements for permanent structures or permanent changes in existing facilities. If Contractor and Owner are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

Contract Price or Contract Times, or both, as a result of any delay in Owner's furnishing the Site or a part thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.

B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which the Work is to be performed and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.

C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

4.02 *Subsurface and Physical Conditions*

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

1. those reports known to Owner of explorations and tests of subsurface conditions at or contiguous to the Site; and

2. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities).

B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or

3. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions, or information.

4.03 *Differing Subsurface or Physical Conditions*

A. *Notice:* If Contractor believes that any subsurface or physical condition that is uncovered or revealed either:

1. is of such a nature as to establish that any "technical data" on which Contractor is entitled to rely as provided in Paragraph 4.02 is materially inaccurate; or

2. is of such a nature as to require a change in the Contract Documents; or

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

3. differs materially from that shown or indicated in the Contract Documents; or

4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except as aforesaid) until receipt of written order to do so.

B. *Engineer's Review*: After receipt of written notice as required by Paragraph 4.03.A, Engineer will promptly review the pertinent condition, determine the necessity of Owner's obtaining additional exploration or tests with respect thereto, and advise Owner in writing (with a copy to Contractor) of Engineer's findings and conclusions.

C. *Possible Price and Times Adjustments:*

1. The Contract Price or the Contract Times, or both, will be equitably adjusted to the extent that the existence of such differing subsurface or physical condition causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

   a. such condition must meet any one or more of the categories described in Paragraph 4.03.A; and

   b. with respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraphs 9.07 and 11.03.

2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times if:

   a. Contractor knew of the existence of such conditions at the time Contractor made a final commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract; or

   b. the existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such final commitment; or

   c. Contractor failed to give the written notice as required by Paragraph 4.03.A.

3. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, a Claim may be made therefor as provided in Paragraph 10.05. However, neither Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors shall be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

4.04 *Underground Facilities*

A. *Shown or Indicated:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the Site is based on information and data furnished to Owner or Engineer by the owners of such Underground Facilities, including Owner, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:

1. Owner and Engineer shall not be responsible for the accuracy or completeness of any such information or data provided by others; and

2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:

a. reviewing and checking all such information and data;

b. locating all Underground Facilities shown or indicated in the Contract Documents;

c. coordination of the Work with the owners of such Underground Facilities, including Owner, during construction; and

d. the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.

B. *Not Shown or Indicated:*

1. If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated, or not shown or indicated with reasonable accuracy in the Contract Documents, Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer. Engineer will promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the consequences of the existence or location of the Underground Facility. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.

2. If Engineer concludes that a change in the Contract Documents is required, a Work Change Directive or a Change Order will be issued to reflect and document such consequences. An equitable adjustment shall be made in the Contract Price or Contract Times, or both, to the extent that they are attributable to the existence or location of any Underground Facility that was not shown or indicated or not shown or indicated with reasonable accuracy in the Contract Documents and that Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment in Contract Price

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

or Contract Times, Owner or Contractor may make a Claim therefor as provided in Paragraph 10.05.

4.05 *Reference Points*

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

4.06 *Hazardous Environmental Condition at Site*

A. *Reports and Drawings:* The Supplementary Conditions identify those reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at the Site.

B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or

3. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions or information.

C. Contractor shall not be responsible for any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work. Contractor shall be responsible for a Hazardous Environmental Condition created with any materials brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible.

D. If Contractor encounters a Hazardous Environmental Condition or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, Contractor shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

Paragraph 6.16.A); and (iii) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 4.06.E.

E. Contractor shall not be required to resume Work in connection with such condition or in any affected area until after Owner has obtained any required permits related thereto and delivered written notice to Contractor: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work; or (ii) specifying any special conditions under which such Work may be resumed safely. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, either party may make a Claim therefor as provided in Paragraph 10.05.

F. If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of an adjustment in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a Claim therefor as provided in Paragraph 10.05. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 7.

G. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition: (i) was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be included within the scope of the Work, and (ii) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.G shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

H. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.H shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

I. The provisions of Paragraphs 4.02, 4.03, and 4.04 do not apply to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 5 – BONDS AND INSURANCE

5.01 *Performance, Payment, and Other Bonds*

A. Contractor shall furnish performance and payment bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all of Contractor's obligations under the Contract Documents. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 13.07, whichever is later, except as provided otherwise by Laws or Regulations or by the Contract Documents. Contractor shall also furnish such other bonds as are required by the Contract Documents.

B. All bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All bonds signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed each bond.

C. If the surety on any bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of Paragraph 5.01.B, Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the requirements of Paragraphs 5.01.B and 5.02.

5.02 *Licensed Sureties and Insurers*

A. All bonds and insurance required by the Contract Documents to be purchased and maintained by Owner or Contractor shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds or insurance policies for the limits and coverages so required. Such surety and insurance companies shall also meet such additional requirements and qualifications as may be provided in the Supplementary Conditions.

5.03 *Certificates of Insurance*

A. Contractor shall deliver to Owner, with copies to each additional insured and loss payee identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Owner or any other additional insured) which Contractor is required to purchase and maintain.

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

B. Owner shall deliver to Contractor, with copies to each additional insured and loss payee identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Contractor or any other additional insured) which Owner is required to purchase and maintain.

C. Failure of Owner to demand such certificates or other evidence of Contractor's full compliance with these insurance requirements or failure of Owner to identify a deficiency in compliance from the evidence provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

D. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor.

E. The insurance and insurance limits required herein shall not be deemed as a limitation on Contractor's liability under the indemnities granted to Owner in the Contract Documents.

5.04 *Contractor's Insurance*

A. Contractor shall purchase and maintain such insurance as is appropriate for the Work being performed and as will provide protection from claims set forth below which may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable:

1. claims under workers' compensation, disability benefits, and other similar employee benefit acts;

2. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;

3. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;

4. claims for damages insured by reasonably available personal injury liability coverage which are sustained:

   a. by any person as a result of an offense directly or indirectly related to the employment of such person by Contractor, or

   b. by any other person for any other reason;

5. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and

6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

B. The policies of insurance required by this Paragraph 5.04 shall:

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

1. with respect to insurance required by Paragraphs 5.04.A.3 through 5.04.A.6 inclusive, be written on an occurrence basis, include as additional insureds (subject to any customary exclusion regarding professional liability) Owner and Engineer, and any other individuals or entities identified in the Supplementary Conditions, all of whom shall be listed as additional insureds, and include coverage for the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of all such additional insureds, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby;

2. include at least the specific coverages and be written for not less than the limits of liability provided in the Supplementary Conditions or required by Laws or Regulations, whichever is greater;

3. include contractual liability insurance covering Contractor's indemnity obligations under Paragraphs 6.11 and 6.20;

4. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other additional insured identified in the Supplementary Conditions to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the Contractor pursuant to Paragraph 5.03 will so provide);

5. remain in effect at least until final payment and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work in accordance with Paragraph 13.07; and

6. include completed operations coverage:

    a. Such insurance shall remain in effect for two years after final payment.

    b. Contractor shall furnish Owner and each other additional insured identified in the Supplementary Conditions, to whom a certificate of insurance has been issued, evidence satisfactory to Owner and any such additional insured of continuation of such insurance at final payment and one year thereafter.

5.05 *Owner's Liability Insurance*

A. In addition to the insurance required to be provided by Contractor under Paragraph 5.04, Owner, at Owner's option, may purchase and maintain at Owner's expense Owner's own liability insurance as will protect Owner against claims which may arise from operations under the Contract Documents.

5.06 *Property Insurance*

A. Unless otherwise provided in the Supplementary Conditions, Owner shall purchase and maintain property insurance upon the Work at the Site in the amount of the full replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

1. include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as a loss payee;

2. be written on a Builder's Risk "all-risk" policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage (other than that caused by flood), and such other perils or causes of loss as may be specifically required by the Supplementary Conditions.

3. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);

4. cover materials and equipment stored at the Site or at another location that was agreed to in writing by Owner prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by Engineer;

5. allow for partial utilization of the Work by Owner;

6. include testing and startup; and

7. be maintained in effect until final payment is made unless otherwise agreed to in writing by Owner, Contractor, and Engineer with 30 days written notice to each other loss payee to whom a certificate of insurance has been issued.

B. Owner shall purchase and maintain such equipment breakdown insurance or additional property insurance as may be required by the Supplementary Conditions or Laws and Regulations which will include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as a loss payee.

C. All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with this Paragraph 5.06 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other loss payee to whom a certificate of insurance has been issued and will contain waiver provisions in accordance with Paragraph 5.07.

D. Owner shall not be responsible for purchasing and maintaining any property insurance specified in this Paragraph 5.06 to protect the interests of Contractor, Subcontractors, or others in the Work to the extent of any deductible amounts that are identified in the Supplementary Conditions. The risk of loss within such identified deductible amount will be borne by Contractor, Subcontractors, or others suffering any such loss, and if any of them wishes property

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

insurance coverage within the limits of such amounts, each may purchase and maintain it at the purchaser's own expense.

E. If Contractor requests in writing that other special insurance be included in the property insurance policies provided under this Paragraph 5.06, Owner shall, if possible, include such insurance, and the cost thereof will be charged to Contractor by appropriate Change Order. Prior to commencement of the Work at the Site, Owner shall in writing advise Contractor whether or not such other insurance has been procured by Owner.

5.07 *Waiver of Rights*

A. Owner and Contractor intend that all policies purchased in accordance with Paragraph 5.06 will protect Owner, Contractor, Subcontractors, and Engineer, and all other individuals or entities identified in the Supplementary Conditions as loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) in such policies and will provide primary coverage for all losses and damages caused by the perils or causes of loss covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or loss payees thereunder. Owner and Contractor waive all rights against each other and their respective officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them for all losses and damages caused by, arising out of or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Subcontractors and Engineer, and all other individuals or entities identified in the Supplementary Conditions as loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner as trustee or otherwise payable under any policy so issued.

B. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them for:

1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other perils whether or not insured by Owner; and

2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial utilization pursuant to Paragraph 14.05, after Substantial Completion pursuant to Paragraph 14.04, or after final payment pursuant to Paragraph 14.07.

C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 5.07.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

against Contractor, Subcontractors, or Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them.

5.08 *Receipt and Application of Insurance Proceeds*

A. Any insured loss under the policies of insurance required by Paragraph 5.06 will be adjusted with Owner and made payable to Owner as fiduciary for the loss payees, as their interests may appear, subject to the requirements of any applicable mortgage clause and of Paragraph 5.08.B. Owner shall deposit in a separate account any money so received and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof, and the Work and the cost thereof covered by an appropriate Change Order.

B. Owner as fiduciary shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within 15 days after the occurrence of loss to Owner's exercise of this power. If such objection be made, Owner as fiduciary shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If no such agreement among the parties in interest is reached, Owner as fiduciary shall adjust and settle the loss with the insurers and, if required in writing by any party in interest, Owner as fiduciary shall give bond for the proper performance of such duties.

5.09 *Acceptance of Bonds and Insurance; Option to Replace*

A. If either Owner or Contractor has any objection to the coverage afforded by or other provisions of the bonds or insurance required to be purchased and maintained by the other party in accordance with Article 5 on the basis of non-conformance with the Contract Documents, the objecting party shall so notify the other party in writing within 10 days after receipt of the certificates (or other evidence requested) required by Paragraph 2.01.B. Owner and Contractor shall each provide to the other such additional information in respect of insurance provided as the other may reasonably request. If either party does not purchase or maintain all of the bonds and insurance required of such party by the Contract Documents, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage. Without prejudice to any other right or remedy, the other party may elect to obtain equivalent bonds or insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and a Change Order shall be issued to adjust the Contract Price accordingly.

5.10 *Partial Utilization, Acknowledgment of Property Insurer*

A. If Owner finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 14.05, no such use or occupancy shall commence before the insurers providing the property insurance pursuant to Paragraph 5.06 have acknowledged notice thereof and in writing effected any changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy.

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

ARTICLE 6 – CONTRACTOR'S RESPONSIBILITIES

6.01 *Supervision and Superintendence*

A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction. Contractor shall not be responsible for the negligence of Owner or Engineer in the design or specification of a specific means, method, technique, sequence, or procedure of construction which is shown or indicated in and expressly required by the Contract Documents.

B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who shall not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

6.02 *Labor; Working Hours*

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

B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours. Contractor will not permit the performance of Work on a Saturday, Sunday, or any legal holiday without Owner's written consent (which will not be unreasonably withheld) given after prior written notice to Engineer.

6.03 *Services, Materials, and Equipment*

A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start-up, and completion of the Work.

B. All materials and equipment incorporated into the Work shall be as specified or, if not specified, shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications shall expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.

C. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

6.04 *Progress Schedule*

A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.07 as it may be adjusted from time to time as provided below.

1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.07) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times. Such adjustments will comply with any provisions of the General Requirements applicable thereto.

2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 12. Adjustments in Contract Times may only be made by a Change Order.

6.05 *Substitutes and "Or-Equals"*

A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or-equal" item or no substitution is permitted, other items of material or equipment or material or equipment of other Suppliers may be submitted to Engineer for review under the circumstances described below.

1. *"Or-Equal" Items:* If in Engineer's sole discretion an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by Engineer as an "or-equal" item, in which case review and approval of the proposed item may, in Engineer's sole discretion, be accomplished without compliance with some or all of the requirements for approval of proposed substitute items. For the purposes of this Paragraph 6.05.A.1, a proposed item of material or equipment will be considered functionally equal to an item so named if:

a. in the exercise of reasonable judgment Engineer determines that:

1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;

2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole; and

3) it has a proven record of performance and availability of responsive service.

b. Contractor certifies that, if approved and incorporated into the Work:

1) there will be no increase in cost to the Owner or increase in Contract Times; and

2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

2. *Substitute Items:*

a. If in Engineer's sole discretion an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item under Paragraph 6.05.A.1, it will be considered a proposed substitute item.

b. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefor. Requests for review of proposed substitute items of material or equipment will not be accepted by Engineer from anyone other than Contractor.

c. The requirements for review by Engineer will be as set forth in Paragraph 6.05.A.2.d, as supplemented by the General Requirements, and as Engineer may decide is appropriate under the circumstances.

d. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:

1) shall certify that the proposed substitute item will:

a) perform adequately the functions and achieve the results called for by the general design,

b) be similar in substance to that specified, and

c) be suited to the same use as that specified;

2) will state:

a) the extent, if any, to which the use of the proposed substitute item will prejudice Contractor's achievement of Substantial Completion on time,

b) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item, and

c) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty;

3) will identify:

a) all variations of the proposed substitute item from that specified, and

b) available engineering, sales, maintenance, repair, and replacement services; and

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

4) shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and claims of other contractors affected by any resulting change.

B. *Substitute Construction Methods or Procedures:* If a specific means, method, technique, sequence, or procedure of construction is expressly required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, technique, sequence, or procedure of construction approved by Engineer. Contractor shall submit sufficient information to allow Engineer, in Engineer's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The requirements for review by Engineer will be similar to those provided in Paragraph 6.05.A.2.

C. *Engineer's Evaluation:* Engineer will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to Paragraphs 6.05.A and 6.05.B. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No "or equal" or substitute will be ordered, installed or utilized until Engineer's review is complete, which will be evidenced by a Change Order in the case of a substitute and an approved Shop Drawing for an "or equal." Engineer will advise Contractor in writing of any negative determination.

D. *Special Guarantee:* Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.

E. *Engineer's Cost Reimbursement*: Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor pursuant to Paragraphs 6.05.A.2 and 6.05.B. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.

F. *Contractor's Expense*: Contractor shall provide all data in support of any proposed substitute or "or-equal" at Contractor's expense.

6.06 *Concerning Subcontractors, Suppliers, and Others*

A. Contractor shall not employ any Subcontractor, Supplier, or other individual or entity (including those acceptable to Owner as indicated in Paragraph 6.06.B), whether initially or as a replacement, against whom Owner may have reasonable objection. Contractor shall not be required to employ any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against whom Contractor has reasonable objection.

B. If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, or other individuals or entities to be submitted to Owner in advance for acceptance by Owner by a specified date prior to the Effective Date of the Agreement, and if Contractor has submitted a list thereof in accordance with the Supplementary Conditions, Owner's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the Bidding Documents or the Contract Documents) of any such Subcontractor, Supplier, or

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

other individual or entity so identified may be revoked on the basis of reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity, and the Contract Price will be adjusted by the difference in the cost occasioned by such replacement, and an appropriate Change Order will be issued. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of any right of Owner or Engineer to reject defective Work.

C. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions. Nothing in the Contract Documents:

   1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier or other individual or entity; nor

   2. shall create any obligation on the part of Owner or Engineer to pay or to see to the payment of any moneys due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.

D. Contractor shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work under a direct or indirect contract with Contractor.

E. Contractor shall require all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work to communicate with Engineer through Contractor.

F. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.

G. All Work performed for Contractor by a Subcontractor or Supplier will be pursuant to an appropriate agreement between Contractor and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer. Whenever any such agreement is with a Subcontractor or Supplier who is listed as a loss payee on the property insurance provided in Paragraph 5.06, the agreement between the Contractor and the Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against Owner, Contractor, Engineer, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or Supplier, Contractor will obtain the same.

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

6.07 *Patent Fees and Royalties*

A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by Owner in the Contract Documents.

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

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

6.08 *Permits*

A. Unless otherwise provided in the Supplementary Conditions, Contractor shall obtain and pay for all construction permits and licenses. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of opening of Bids, or, if there are no Bids, on the Effective Date of the Agreement. Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

6.09 *Laws and Regulations*

A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.

B. If Contractor performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

court or arbitration or other dispute resolution costs) arising out of or relating to such Work. However, it shall not be Contractor's responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.

C. Changes in Laws or Regulations not known at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids) having an effect on the cost or time of performance of the Work shall be the subject of an adjustment in Contract Price or Contract Times. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

6.10 *Taxes*

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

6.11 *Use of Site and Other Areas*

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

1. Contractor shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Site and other areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or of any adjacent land or areas resulting from the performance of the Work.

2. Should any claim be made by any such owner or occupant because of the performance of the Work, Contractor shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law.

3. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused by or based upon Contractor's performance of the Work.

B. *Removal of Debris During Performance of the Work:* During the progress of the Work Contractor shall keep the Site and other areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.

C. *Cleaning:* Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

shall remove from the Site all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

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

6.12 *Record Documents*

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

6.13 *Safety and Protection*

A. Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

1. all persons on the Site or who may be affected by the Work;

2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and

3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.

B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and of Underground Facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property.

C. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. The Supplementary Conditions identify any Owner's safety programs that are applicable to the Work.

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

D. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.

E. All damage, injury, or loss to any property referred to in Paragraph 6.13.A.2 or 6.13.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).

F. Contractor's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 14.07.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

6.14 *Safety Representative*

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

6.15 *Hazard Communication Programs*

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

6.16 *Emergencies*

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

6.17 *Shop Drawings and Samples*

A. Contractor shall submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals (as required by Paragraph 2.07). Each submittal will be identified as Engineer may require.

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

1. *Shop Drawings:*

    a. Submit number of copies specified in the General Requirements.

    b. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide and to enable Engineer to review the information for the limited purposes required by Paragraph 6.17.D.

2. *Samples:*

    a. Submit number of Samples specified in the Specifications.

    b. Clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the submittal for the limited purposes required by Paragraph 6.17.D.

B. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.

C. *Submittal Procedures:*

1. Before submitting each Shop Drawing or Sample, Contractor shall have:

    a. reviewed and coordinated each Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;

    b. determined and verified all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;

    c. determined and verified the suitability of all materials offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and

    d. determined and verified all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto.

2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review and approval of that submittal.

3. With each submittal, Contractor shall give Engineer specific written notice of any variations that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be both a written communication separate from the Shop

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

Drawings or Sample submittal; and, in addition, by a specific notation made on each Shop Drawing or Sample submitted to Engineer for review and approval of each such variation.

D. *Engineer's Review:*

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

3. Engineer's review and approval shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 6.17.C.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer's review and approval shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 6.17.C.1.

E. *Resubmittal Procedures:*

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.

6.18 *Continuing the Work*

A. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by Paragraph 15.04 or as Owner and Contractor may otherwise agree in writing.

6.19 *Contractor's General Warranty and Guarantee*

A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on representation of Contractor's warranty and guarantee.

B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

1. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or

2. normal wear and tear under normal usage.

C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:

1. observations by Engineer;

2. recommendation by Engineer or payment by Owner of any progress or final payment;

3. the issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;

4. use or occupancy of the Work or any part thereof by Owner;

5. any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by Engineer;

6. any inspection, test, or approval by others; or

7. any correction of defective Work by Owner.

6.20 *Indemnification*

A. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable .

B. In any and all claims against Owner or Engineer or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 6.20.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor,

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

C. The indemnification obligations of Contractor under Paragraph 6.20.A shall not extend to the liability of Engineer and Engineer's officers, directors, members, partners, employees, agents, consultants and subcontractors arising out of:

1. the preparation or approval of, or the failure to prepare or approve maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or

2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

6.21 *Delegation of Professional Design Services*

A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable law.

B. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.

C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.

D. Pursuant to this Paragraph 6.21, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 6.17.D.1.

E. Contractor shall not be responsible for the adequacy of the performance or design criteria required by the Contract Documents.

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

ARTICLE 7 – OTHER WORK AT THE SITE

7.01 *Related Work at Site*

A. Owner may perform other work related to the Project at the Site with Owner's employees, or through other direct contracts therefor, or have other work performed by utility owners. If such other work is not noted in the Contract Documents, then:

1. written notice thereof will be given to Contractor prior to starting any such other work; and

2. if Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times that should be allowed as a result of such other work, a Claim may be made therefor as provided in Paragraph 10.05.

B. Contractor shall afford each other contractor who is a party to such a direct contract, each utility owner, and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work, and properly coordinate the Work with theirs. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected. The duties and responsibilities of Contractor under this Paragraph are for the benefit of such utility owners and other contractors to the extent that there are comparable provisions for the benefit of Contractor in said direct contracts between Owner and such utility owners and other contractors.

C. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 7, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

7.02 *Coordination*

A. If Owner intends to contract with others for the performance of other work on the Project at the Site, the following will be set forth in Supplementary Conditions:

1. the individual or entity who will have authority and responsibility for coordination of the activities among the various contractors will be identified;

2. the specific matters to be covered by such authority and responsibility will be itemized; and

3. the extent of such authority and responsibilities will be provided.

B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

7.03 *Legal Relationships*

A. Paragraphs 7.01.A and 7.02 are not applicable for utilities not under the control of Owner.

B. Each other direct contract of Owner under Paragraph 7.01.A shall provide that the other contractor is liable to Owner and Contractor for the reasonable direct delay and disruption costs incurred by Contractor as a result of the other contractor's wrongful actions or inactions.

C. Contractor shall be liable to Owner and any other contractor under direct contract to Owner for the reasonable direct delay and disruption costs incurred by such other contractor as a result of Contractor's wrongful action or inactions.

ARTICLE 8 – OWNER'S RESPONSIBILITIES

8.01 *Communications to Contractor*

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

8.02 *Replacement of Engineer*

A. In case of termination of the employment of Engineer, Owner shall appoint an engineer to whom Contractor makes no reasonable objection, whose status under the Contract Documents shall be that of the former Engineer.

8.03 *Furnish Data*

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

8.04 *Pay When Due*

A. Owner shall make payments to Contractor when they are due as provided in Paragraphs 14.02.C and 14.07.C.

8.05 *Lands and Easements; Reports and Tests*

A. Owner's duties with respect to providing lands and easements and providing engineering surveys to establish reference points are set forth in Paragraphs 4.01 and 4.05. Paragraph 4.02 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of subsurface conditions and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

8.06 *Insurance*

A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 5.

8.07 *Change Orders*

A. Owner is obligated to execute Change Orders as indicated in Paragraph 10.03.

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

8.08 *Inspections, Tests, and Approvals*

A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 13.03.B.

8.09 *Limitations on Owner's Responsibilities*

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

8.10 *Undisclosed Hazardous Environmental Condition*

A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 4.06.

8.11 *Evidence of Financial Arrangements*

A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract Documents.

8.12 *Compliance with Safety Program*

A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed pursuant to Paragraph 6.13.D.

ARTICLE 9 – ENGINEER'S STATUS DURING CONSTRUCTION

9.01 *Owner's Representative*

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

9.02 *Visits to Site*

A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.

B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 9.09. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

9.03 *Project Representative*

A. If Owner and Engineer agree, Engineer will furnish a Resident Project Representative to assist Engineer in providing more extensive observation of the Work. The authority and responsibilities of any such Resident Project Representative and assistants will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in Paragraph 9.09. If Owner designates another representative or agent to represent Owner at the Site who is not Engineer's consultant, agent or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

9.04 *Authorized Variations in Work*

A. Engineer may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. These may be accomplished by a Field Order and will be binding on Owner and also on Contractor, who shall perform the Work involved promptly. If Owner or Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, and the parties are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

9.05 *Rejecting Defective Work*

A. Engineer will have authority to reject Work which Engineer believes to be defective, or that Engineer believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Engineer will also have authority to require special inspection or testing of the Work as provided in Paragraph 13.04, whether or not the Work is fabricated, installed, or completed.

9.06 *Shop Drawings, Change Orders and Payments*

A. In connection with Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, see Paragraph 6.17.

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

B. In connection with Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, see Paragraph 6.21.

C. In connection with Engineer's authority as to Change Orders, see Articles 10, 11, and 12.

D. In connection with Engineer's authority as to Applications for Payment, see Article 14.

9.07 *Determinations for Unit Price Work*

A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, subject to the provisions of Paragraph 10.05.

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

A. Engineer will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. All matters in question and other matters between Owner and Contractor arising prior to the date final payment is due relating to the acceptability of the Work, and the interpretation of the requirements of the Contract Documents pertaining to the performance of the Work, will be referred initially to Engineer in writing within 30 days of the event giving rise to the question.

B. Engineer will, with reasonable promptness, render a written decision on the issue referred. If Owner or Contractor believes that any such decision entitles them to an adjustment in the Contract Price or Contract Times or both, a Claim may be made under Paragraph 10.05. The date of Engineer's decision shall be the date of the event giving rise to the issues referenced for the purposes of Paragraph 10.05.B.

C. Engineer's written decision on the issue referred will be final and binding on Owner and Contractor, subject to the provisions of Paragraph 10.05.

D. When functioning as interpreter and judge under this Paragraph 9.08, Engineer will not show partiality to Owner or Contractor and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity.

9.09 *Limitations on Engineer's Authority and Responsibilities*

A. Neither Engineer's authority or responsibility under this Article 9 or under any other provision of the Contract Documents nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

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

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

D. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 14.07.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals that the results certified indicate compliance with, the Contract Documents.

E. The limitations upon authority and responsibility set forth in this Paragraph 9.09 shall also apply to the Resident Project Representative, if any, and assistants, if any.

9.10 *Compliance with Safety Program*

A. While at the Site, Engineer's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Engineer has been informed pursuant to Paragraph 6.13.D.

ARTICLE 10 – CHANGES IN THE WORK; CLAIMS

10.01 *Authorized Changes in the Work*

A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work by a Change Order, or a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).

B. If Owner and Contractor are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a Work Change Directive, a Claim may be made therefor as provided in Paragraph 10.05.

10.02 *Unauthorized Changes in the Work*

A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents as amended, modified, or supplemented as provided in Paragraph 3.04, except in the case of an emergency as provided in Paragraph 6.16 or in the case of uncovering Work as provided in Paragraph 13.04.D.

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

10.03 *Execution of Change Orders*

A. Owner and Contractor shall execute appropriate Change Orders recommended by Engineer covering:

1. changes in the Work which are: (i) ordered by Owner pursuant to Paragraph 10.01.A, (ii) required because of acceptance of defective Work under Paragraph 13.08.A or Owner's correction of defective Work under Paragraph 13.09, or (iii) agreed to by the parties;

2. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive; and

3. changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by Engineer pursuant to Paragraph 10.05; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, Contractor shall carry on the Work and adhere to the Progress Schedule as provided in Paragraph 6.18.A.

10.04 *Notification to Surety*

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

10.05 *Claims*

A. *Engineer's Decision Required*: All Claims, except those waived pursuant to Paragraph 14.09, shall be referred to the Engineer for decision. A decision by Engineer shall be required as a condition precedent to any exercise by Owner or Contractor of any rights or remedies either may otherwise have under the Contract Documents or by Laws and Regulations in respect of such Claims.

B. *Notice:* Written notice stating the general nature of each Claim shall be delivered by the claimant to Engineer and the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto. The responsibility to substantiate a Claim shall rest with the party making the Claim. Notice of the amount or extent of the Claim, with supporting data shall be delivered to the Engineer and the other party to the Contract within 60 days after the start of such event (unless Engineer allows additional time for claimant to submit additional or more accurate data in support of such Claim). A Claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of Paragraph 12.01.B. A Claim for an adjustment in Contract Times shall be prepared in accordance with the provisions of Paragraph 12.02.B. Each Claim shall be accompanied by claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event. The

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

opposing party shall submit any response to Engineer and the claimant within 30 days after receipt of the claimant's last submittal (unless Engineer allows additional time).

C. *Engineer's Action*: Engineer will review each Claim and, within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any, take one of the following actions in writing:

1. deny the Claim in whole or in part;

2. approve the Claim; or

3. notify the parties that the Engineer is unable to resolve the Claim if, in the Engineer's sole discretion, it would be inappropriate for the Engineer to do so. For purposes of further resolution of the Claim, such notice shall be deemed a denial.

D. In the event that Engineer does not take action on a Claim within said 30 days, the Claim shall be deemed denied.

E. Engineer's written action under Paragraph 10.05.C or denial pursuant to Paragraphs 10.05.C.3 or 10.05.D will be final and binding upon Owner and Contractor, unless Owner or Contractor invoke the dispute resolution procedure set forth in Article 16 within 30 days of such action or denial.

F. No Claim for an adjustment in Contract Price or Contract Times will be valid if not submitted in accordance with this Paragraph 10.05.

ARTICLE 11 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

11.01 *Cost of the Work*

A. *Costs Included:* The term Cost of the Work means the sum of all costs, except those excluded in Paragraph 11.01.B, necessarily incurred and paid by Contractor in the proper performance of the Work. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, the costs to be reimbursed to Contractor will be only those additional or incremental costs required because of the change in the Work or because of the event giving rise to the Claim. Except as otherwise may be agreed to in writing by Owner, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall not include any of the costs itemized in Paragraph 11.01.B, and shall include only the following items:

1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.

3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 11.01.

4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.

5. Supplemental costs including the following:

    a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.

    b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.

    c. Rentals of all construction equipment and machinery, and the parts thereof whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.

    d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.

    e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 5.06.D), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.

g. The cost of utilities, fuel, and sanitary facilities at the Site.

h. Minor expenses such as telegrams, long distance telephone calls, telephone service at the Site, express and courier services, and similar petty cash items in connection with the Work.

i. The costs of premiums for all bonds and insurance Contractor is required by the Contract Documents to purchase and maintain.

B. *Costs Excluded:* The term Cost of the Work shall not include any of the following items:

1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expediters, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 11.01.A.1 or specifically covered by Paragraph 11.01.A.4, all of which are to be considered administrative costs covered by the Contractor's fee.

2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.

3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.

4. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.

5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraphs 11.01.A.

C. *Contractor's Fee:* When all the Work is performed on the basis of cost-plus, Contractor's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 12.01.C.

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

D. *Documentation:* Whenever the Cost of the Work for any purpose is to be determined pursuant to Paragraphs 11.01.A and 11.01.B, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

11.02 *Allowances*

A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.

B. *Cash Allowances:*

1. Contractor agrees that:

a. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and

b. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.

C. *Contingency Allowance:*

1. Contractor agrees that a contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.

D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

11.03 *Unit Price Work*

A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.

B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by Contractor will be made by Engineer subject to the provisions of Paragraph 9.07.

C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

D. Owner or Contractor may make a Claim for an adjustment in the Contract Price in accordance with Paragraph 10.05 if:

1. the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and

2. there is no corresponding adjustment with respect to any other item of Work; and

3. Contractor believes that Contractor is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of any such increase or decrease.

ARTICLE 12 – CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES

12.01 *Change of Contract Price*

A. The Contract Price may only be changed by a Change Order. Any Claim for an adjustment in the Contract Price shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.

B. The value of any Work covered by a Change Order or of any Claim for an adjustment in the Contract Price will be determined as follows:

1. where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 11.03); or

2. where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 12.01.C.2); or

3. where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under Paragraph 12.01.B.2, on the basis of the Cost of the Work (determined as provided in Paragraph 11.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 12.01.C).

C. *Contractor's Fee:* The Contractor's fee for overhead and profit shall be determined as follows:

1. a mutually acceptable fixed fee; or

2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:

a. for costs incurred under Paragraphs 11.01.A.1 and 11.01.A.2, the Contractor's fee shall be 15 percent;

b. for costs incurred under Paragraph 11.01.A.3, the Contractor's fee shall be five percent;

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 12.01.C.2.a and 12.01.C.2.b is that the Subcontractor who actually performs the Work, at whatever tier, will be paid a fee of 15 percent of the costs incurred by such Subcontractor under Paragraphs 11.01.A.1 and 11.01.A.2 and that any higher tier Subcontractor and Contractor will each be paid a fee of five percent of the amount paid to the next lower tier Subcontractor;

d. no fee shall be payable on the basis of costs itemized under Paragraphs 11.01.A.4, 11.01.A.5, and 11.01.B;

e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and

f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 12.01.C.2.a through 12.01.C.2.e, inclusive.

12.02 *Change of Contract Times*

A. The Contract Times may only be changed by a Change Order. Any Claim for an adjustment in the Contract Times shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.

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

12.03 *Delays*

A. Where Contractor is prevented from completing any part of the Work within the Contract Times due to delay beyond the control of Contractor, the Contract Times will be extended in an amount equal to the time lost due to such delay if a Claim is made therefor as provided in Paragraph 12.02.A. Delays beyond the control of Contractor shall include, but not be limited to, acts or neglect by Owner, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, fires, floods, epidemics, abnormal weather conditions, or acts of God.

B. If Owner, Engineer, or other contractors or utility owners performing other work for Owner as contemplated by Article 7, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times, or both. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.

C. If Contractor is delayed in the performance or progress of the Work by fire, flood, epidemic, abnormal weather conditions, acts of God, acts or failures to act of utility owners not under the

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

control of Owner, or other causes not the fault of and beyond control of Owner and Contractor, then Contractor shall be entitled to an equitable adjustment in Contract Times, if such adjustment is essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays described in this Paragraph 12.03.C.

D. Owner, Engineer, and their officers, directors, members, partners, employees, agents, consultants, or subcontractors shall not be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

E. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delays within the control of Contractor. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of Contractor.

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

13.01 *Notice of Defects*

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

13.02 *Access to Work*

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

13.03 *Tests and Inspections*

A. Contractor shall give Engineer timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.

B. Owner shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except:

1. for inspections, tests, or approvals covered by Paragraphs 13.03.C and 13.03.D below;

2. that costs incurred in connection with tests or inspections conducted pursuant to Paragraph 13.04.B shall be paid as provided in Paragraph 13.04.C; and

3. as otherwise specifically provided in the Contract Documents.

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.

D. Contractor shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to Owner and Engineer.

E. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation.

F. Uncovering Work as provided in Paragraph 13.03.E shall be at Contractor's expense unless Contractor has given Engineer timely notice of Contractor's intention to cover the same and Engineer has not acted with reasonable promptness in response to such notice.

13.04 *Uncovering Work*

A. If any Work is covered contrary to the written request of Engineer, it must, if requested by Engineer, be uncovered for Engineer's observation and replaced at Contractor's expense.

B. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, furnishing all necessary labor, material, and equipment.

C. If it is found that the uncovered Work is defective, Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05.

D. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

13.05 *Owner May Stop the Work*

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

13.06 *Correction or Removal of Defective Work*

A. Promptly after receipt of written notice, Contractor shall correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by Engineer, remove it from the Project and replace it with Work that is not defective. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or removal (including but not limited to all costs of repair or replacement of work of others).

B. When correcting defective Work under the terms of this Paragraph 13.06 or Paragraph 13.07, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.

13.07 *Correction Period*

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

1. repair such defective land or areas; or

2. correct such defective Work; or

3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and

4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting therefrom.

B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by Contractor.

C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.

D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this Paragraph 13.07, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

E. Contractor's obligations under this Paragraph 13.07 are in addition to any other obligation or warranty. The provisions of this Paragraph 13.07 shall not be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

13.08 *Acceptance of Defective Work*

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

13.09 *Owner May Correct Defective Work*

A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace rejected Work as required by Engineer in accordance with Paragraph 13.06.A, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, Owner may, after seven days written notice to Contractor, correct, or remedy any such deficiency.

B. In exercising the rights and remedies under this Paragraph 13.09, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, take possession of Contractor's tools, appliances, construction equipment and machinery at the Site, and incorporate in the Work all materials and

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this Paragraph.

C. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 13.09 will be charged against Contractor, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount of the adjustment, Owner may make a Claim therefor as provided in Paragraph 10.05. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.

D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 13.09.

ARTICLE 14 – PAYMENTS TO CONTRACTOR AND COMPLETION

14.01 *Schedule of Values*

A. The Schedule of Values established as provided in Paragraph 2.07.A will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed.

14.02 *Progress Payments*

A. *Applications for Payments:*

1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.

2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.

3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

B. *Review of Applications:*

1. Engineer will, within 10 days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to Owner or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.

2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:

   a. the Work has progressed to the point indicated;

   b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 9.07, and any other qualifications stated in the recommendation); and

   c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.

3. By recommending any such payment Engineer will not thereby be deemed to have represented that:

   a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract Documents; or

   b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.

4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:

   a. to supervise, direct, or control the Work, or

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or

c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or

d. to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or

e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.

5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 14.02.B.2. Engineer may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent inspections or tests, revise or revoke any such payment recommendation previously made, to such extent as may be necessary in Engineer's opinion to protect Owner from loss because:

a. the Work is defective, or completed Work has been damaged, requiring correction or replacement;

b. the Contract Price has been reduced by Change Orders;

c. Owner has been required to correct defective Work or complete Work in accordance with Paragraph 13.09; or

d. Engineer has actual knowledge of the occurrence of any of the events enumerated in Paragraph 15.02.A.

C. *Payment Becomes Due:*

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

D. *Reduction in Payment:*

1. Owner may refuse to make payment of the full amount recommended by Engineer because:

a. claims have been made against Owner on account of Contractor's performance or furnishing of the Work;

b. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;

c. there are other items entitling Owner to a set-off against the amount recommended; or

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

d. Owner has actual knowledge of the occurrence of any of the events enumerated in Paragraphs 14.02.B.5.a through 14.02.B.5.c or Paragraph 15.02.A.

2. If Owner refuses to make payment of the full amount recommended by Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, when Contractor remedies the reasons for such action.

3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 14.02.C.1 and subject to interest as provided in the Agreement.

14.03 *Contractor's Warranty of Title*

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

14.04 *Substantial Completion*

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

B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.

C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. Owner shall have seven days after receipt of the tentative certificate during which to make written objection to Engineer as to any provisions of the certificate or attached list. If, after considering such objections, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the tentative certificate to Owner, notify Contractor in writing, stating the reasons therefor. If, after consideration of Owner's objections, Engineer considers the Work substantially complete, Engineer will, within said 14 days, execute and deliver to Owner and Contractor a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as Engineer believes justified after consideration of any objections from Owner.

D. At the time of delivery of the tentative certificate of Substantial Completion, Engineer will deliver to Owner and Contractor a written recommendation as to division of responsibilities

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

pending final payment between Owner and Contractor with respect to security, operation, safety, and protection of the Work, maintenance, heat, utilities, insurance, and warranties and guarantees. Unless Owner and Contractor agree otherwise in writing and so inform Engineer in writing prior to Engineer's issuing the definitive certificate of Substantial Completion, Engineer's aforesaid recommendation will be binding on Owner and Contractor until final payment.

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

14.05 *Partial Utilization*

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

1. Owner at any time may request Contractor in writing to permit Owner to use or occupy any such part of the Work which Owner believes to be ready for its intended use and substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 14.04.A through D for that part of the Work.

2. Contractor at any time may notify Owner and Engineer in writing that Contractor considers any such part of the Work ready for its intended use and substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.

3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 14.04 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 5.10 regarding property insurance.

14.06 *Final Inspection*

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

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

14.07 *Final Payment*

A. *Application for Payment:*

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, marked-up record documents (as provided in Paragraph 6.12), and other documents, Contractor may make application for final payment following the procedure for progress payments.

2. The final Application for Payment shall be accompanied (except as previously delivered) by:

   a. all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by Paragraph 5.04.B.6;

   b. consent of the surety, if any, to final payment;

   c. a list of all Claims against Owner that Contractor believes are unsettled; and

   d. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of or Liens filed in connection with the Work.

3. In lieu of the releases or waivers of Liens specified in Paragraph 14.07.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (i) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (ii) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien.

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

1. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract Documents have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of payment and present the Application for Payment to Owner for payment. At the same time Engineer will also give written notice to Owner and Contractor that the Work is acceptable subject to the provisions of Paragraph 14.09. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

C. *Payment Becomes Due:*

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

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

14.08 *Final Completion Delayed*

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

14.09 *Waiver of Claims*

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

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

2. a waiver of all Claims by Contractor against Owner other than those previously made in accordance with the requirements herein and expressly acknowledged by Owner in writing as still unsettled.

ARTICLE 15 – SUSPENSION OF WORK AND TERMINATION

15.01 *Owner May Suspend Work*

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

15.02 *Owner May Terminate for Cause*

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

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule established under Paragraph 2.07 as adjusted from time to time pursuant to Paragraph 6.04);

2. Contractor's disregard of Laws or Regulations of any public body having jurisdiction;

3. Contractor's repeated disregard of the authority of Engineer; or

4. Contractor's violation in any substantial way of any provisions of the Contract Documents.

B. If one or more of the events identified in Paragraph 15.02.A occur, Owner may, after giving Contractor (and surety) seven days written notice of its intent to terminate the services of Contractor:

1. exclude Contractor from the Site, and take possession of the Work and of all Contractor's tools, appliances, construction equipment, and machinery at the Site, and use the same to the full extent they could be used by Contractor (without liability to Contractor for trespass or conversion);

2. incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere; and

3. complete the Work as Owner may deem expedient.

C. If Owner proceeds as provided in Paragraph 15.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Owner arising out of or relating to completing the Work, such excess will be paid to Contractor. If such claims, costs, losses, and damages exceed such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this Paragraph, Owner shall not be required to obtain the lowest price for the Work performed.

D. Notwithstanding Paragraphs 15.02.B and 15.02.C, Contractor's services will not be terminated if Contractor begins within seven days of receipt of notice of intent to terminate to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of said notice.

E. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due Contractor by Owner will not release Contractor from liability.

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

F. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 5.01.A, the termination procedures of that bond shall supersede the provisions of Paragraphs 15.02.B and 15.02.C.

15.03 *Owner May Terminate For Convenience*

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

1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;

2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;

3. all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred in settlement of terminated contracts with Subcontractors, Suppliers, and others; and

4. reasonable expenses directly attributable to termination.

B. Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

15.04 *Contractor May Stop Work or Terminate*

A. If, through no act or fault of Contractor, (i) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (ii) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (iii) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the Contract and recover from Owner payment on the same terms as provided in Paragraph 15.03.

B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, seven days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this Paragraph 15.04 are not intended to preclude Contractor from making a Claim under Paragraph 10.05 for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this Paragraph.

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

ARTICLE 16 – DISPUTE RESOLUTION

16.01 *Methods and Procedures*

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

B. Owner and Contractor shall participate in the mediation process in good faith. The process shall be concluded within 60 days of filing of the request. The date of termination of the mediation shall be determined by application of the mediation rules referenced above.

C. If the Claim is not resolved by mediation, Engineer's action under Paragraph 10.05.C or a denial pursuant to Paragraphs 10.05.C.3 or 10.05.D shall become final and binding 30 days after termination of the mediation unless, within that time period, Owner or Contractor:

1. elects in writing to invoke any dispute resolution process provided for in the Supplementary Conditions; or

2. agrees with the other party to submit the Claim to another dispute resolution process; or

3. gives written notice to the other party of the intent to submit the Claim to a court of competent jurisdiction.

ARTICLE 17 – MISCELLANEOUS

17.01 *Giving Notice*

A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:

1. delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended; or

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

17.02 *Computation of Times*

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

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

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.

H:\SPEC\CT STND PARTS - Ohio\General Conditions - EJCDC C-700 Standard General Conditions 2007.pdf

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

SECTION 4
SUPPLEMENTARY CONDITIONS

SUPPLEMENTARY CONDITIONS

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract (EJCDC C-700, 2007 ed.) and other provisions of the Contract Documents as indicated below. All provisions which are not so amended or supplemented herein or in the Specific Project Requirements remain in full force and effect.

SC-1.01 The terms used in these Supplementary Conditions which are defined in the General Conditions have the meaning assigned to them in the General Conditions.

SC-2.02 Delete paragraph 2.02(A) in its entirety and insert the following in its place:

Owner shall furnish one (1) printed/hard copy of the drawings and Project Manual which shall be an executed contract set and one set in electronic format (.pdf), if requested.

SC 2.03 (A) In the last sentence of 2.03A, change "sixtieth day" to "one hundred fiftieth day."

SC 2.03 (B) By submission of a bid, the bidder hereby grants consent that the award and execution period shall be extended from 60 days to 120 days after the date on which the bids are opened.

SC-4.02(A) Change "Supplementary Conditions" to read "Specific Project Requirements."

SC-4.06(G) Delete paragraph 4.06(G) in its entirety.

SC-5.03(A)(1) The required Certificate of Insurance shall be in a form satisfactory to the Owner (most current version of ACORD 25 or approved equal). If the Contractor fails to procure and maintain any specified and/or required insurance, the Owner shall have the right to procure and maintain the said insurance for and in the name of the Contractor and the Contractor shall pay the cost thereof and shall furnish all necessary information to make effective and maintain such insurance.

SC-5.04(B)(1) Change "Supplementary Conditions" to read "Specific Project Requirements."

SC-5.04(B)(2) The limits of liability for the insurance required by paragraph 5.04(A) of the General Conditions shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations:

All of the limits below may be satisfied with an Umbrella/Excess Liability as needed to increase the Primary Policy to required limits.

5.04(A)(1) and (2) Workers' Compensation, etc., under paragraphs 5.04(A)(1) and 5.04(A)(2) of the General Conditions:

(a)	State	Statutory
(b)	Applicable Federal (e.g., Longshoreman's):	Statutory
(c)	Employer's Liability:	$1,000,000

5.04(A)(3), (4) and (5). Contractor's Liability Insurance under paragraphs 5.04(A)(3) through 5.04(A)(5) of the General Conditions which shall also include completed operations and product liability coverage.

(a) Bodily Injury and Property Damage, Combined Single Limit (CSL) (Except Products and Completed Operations) Property Damage liability insurance will provide Explosion, Collapse, and Underground coverage where applicable.

Each Occurrence	$2,000,000
General Aggregate	$4,000,000

(b) Products and Completed Operations Aggregate $1,000,000

Products and Completed Operations to be maintained for two (2) years after final payment and Contractor shall continue to provide evidence of such coverage to the Owner on an annual basis during the aforementioned period.

(c) Personal and Advertising Injury (Per Person/Organization and per occurrence). $1,000,000

(d) Fire Damage $100,000

(e) If the General Liability Policy includes a General Aggregate, such policy shall be endorsed to have the General Aggregate Per Project Aggregate Limit.

5.04(A)(6) Automobile Liability - (Owned, Non-Owned, Hired)
Contractor may provide split limits or combined single limit.

(a) Split Limits:

Bodily Injury,	Each Person:	$2,000,000
	Each Occurrence	$2,000,000
Property Damage,	Each Occurrence	$1,000,000

or

(b) Combined Single Limit

Bodily Injury and Property Damage,		
	Each Occurrence	$2,000,000

SC-5.04(B)(3) Add the following to the end of the paragraph: “to the extent available in the insurance industry with industry standard exclusions and as allowed under the laws and regulations in the State of Ohio;”

SC-5.04(B)(4) Add the following:

Written notice of cancellation for non-payment of premium shall be at least 10 days.

Add the following section:

SC-5.04(C) Unless otherwise stated in Specific Project Requirements, the Contractor shall purchase and provide an "Owner's and Contractor's Protective Policy" with an immediate Effective Date and the **Owner listed as the Insured (No additional insureds)** for the following limits:

Each Occurrence	$1,000,000
General Aggregate	$2,000,000

Add the following section:

SC-5.04(D) Unless otherwise stated in Specific Project Requirements the Contractor shall purchase and maintain during the Contract Time "All Risk Builders' Risk Insurance," and/or "Installation Floater Insurance," and/or "Boiler and Machinery Insurance," and any and all insurance requirements of section GC-5.06 of the General Conditions as applicable for the type of work to be performed upon the Project to the full insurable value thereof for the benefit of the Owner, the Contractor, Subcontractors and Suppliers as their interest may appear. This insurance shall cover the work until final acceptance and final payment by the Owner. This provision shall in no way release the Contractor or Contractor's Surety from obligations under the Contract Documents to fully complete the Project. The original policy(s) shall be filed with the Owner or his designated representative.

SC-5.05 *Owner’s Liability Insurance*

See SC-5.04(C) above.

SC-5.06 *Property Insurance*

Unless otherwise stated in Specific Project Requirements, the Contractor, not the Owner, shall purchase and maintain during the Contract Time all property insurance required in section GC-5.06 of the General Conditions and as outlined in SC-5.04(D) above.

Add the following section:

SC-6.02(C) The Contractor shall be responsible for the Owner and/or Engineer's additional inspection and administrative costs for work performed beyond regular working hours as defined in this Section.

SC-6.07(B) Delete paragraph 6.07(B) in its entirety.

SC-6.09 (D) Add the following:
D. The contractor agrees to the requirements of RC 153.59, RC 153.591, and RC 153.60.

Add the following section:

SC-6.10(B) Add the following:

Should the Owner be exempt from Ohio State Sales and Use Taxes on materials and equipment to be incorporated in the Project, the Contractor may obtain a waiver and said taxes shall not be included in the Contract Price.

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
2. Owner's exemption to Contractor does not apply to construction tools, machinery, equipment, or other property by or leased by Contractor, or to supplies or materials not incorporated into the work.

The Contractor shall withhold and/or pay all consumer, use, property, employment, income and other taxes in accordance with the laws and regulations of the United States, State of Ohio, Owner and other applicable agencies which are applicable during the performance of the work.

SC-6.17 *Shop Drawings and Samples*

Add the following new paragraphs immediately after paragraph 6.17(E):

F. Contractor shall furnish required submittals with sufficient information and accuracy in order to obtain required approval of an item with no more than three (3) submittals. Engineer will record Engineer's time for reviewing subsequent materials of shop drawings, samples, or other items requiring approval and Contractor shall reimburse Owner for Engineer's charges for such time.

G. In the event that Contractor requests a substitution for a previously approved item, Contractor shall reimburse Owner for Engineer's charges for such time unless the need for such substitution is beyond the control of the Contractor.

SC-7.02 Delete Section 7.02 of the General Conditions in its entirety and insert the following:

SC-7.02(A) The General Construction Contractor shall be referred to and defined as the Construction Coordinator.

SC-7.02(B) Duties of the Construction Coordinator include the following:

1. Scheduling and coordinating the work of the Prime Contractors including submission and periodic updating of project schedule.

2. Establishing and administrating the site safety program and procedures for the project.

3. See that permits are applied for and obtained on a timely basis. Advise the Engineer of any problems related to permit approval.

4. Monitoring compliance with Laws and Regulations.

5. Maintain project site for dust, sedimentation, debris, waste, and general site cleanliness.

6. Coordinate location and use of temporary construction facilities including but not limited to sanitary, water, power, telephone, and parking.

7. Coordinate Owner interface for utility tie-ins/shut downs.

8. Monitor shop drawing submittal and coordination of submittal information between Prime Contractors.

SC-10.01 (A) Add the following:
The Owner may request from the Contractor and the Contractor shall provide within ten days of the request, a quote for all ordered changes in the work or work the Owner may be considering to be ordered. The quote shall be a line item, detailed, itemized breakdown of the work.

SC-11.01(A) For purposes of "Cost of the Work" delete Section 11.01(A), (B), and (C) of the General Conditions in their entirety and insert ODOT 109.05, in its place.

SC-13.07(A) In the First sentence of Section 13.07(A) remove "Substantial Completion" and insert "Final Acceptance of the entire project and final payment by the Owner."

SC-13.07(C) Remove 13.07(C) and replace with the following:

All materials and equipment shall be warranted by the respective material supplier or equipment manufacturer until the end of the Contractor's "correction period" (or longer if specified elsewhere in the contract) regardless of date of initial installation or operation of the material or equipment. The cost of such extended warranties as needed from material suppliers or equipment manufacturers to provide warranty coverage until the end of the "correction period" or other period as specified in the contract shall be the responsibility of the prime contractor and shall be assumed to have been included in his bid.

SC-14.02(A) (3) Delete Section 14.02(A) (3) of the General Conditions in its entirety and insert the following:

Until the job is Substantially Complete, the Contractor will be paid 96% of the estimated value of labor and 100% of the estimated value of material installed and completed in acceptable form. Upon the Owner's agreement that the project is Substantially Complete, the 4% Retainage on labor may be reduced to the value needed to assure completion of the remaining punch list work subject to the recommendation of the Engineer and the approval by the Owner.

Add the following section:

SC-14.02(A) (4)

Payment for stored materials at invoice prices or at the unit price bid for materials, or the lesser value of the two, will be made for accepted nonperishable equipment and materials which are to be incorporated into the work, when accepted, delivered, properly stored, and protected upon the site and verified to the Engineer by a copy of the invoice. For materials and equipment meeting the foregoing conditions, the Owner will pay, when properly included in an approved estimate, 92% of the invoice value of the same. Subsequent to the inclusion of a payment for delivered materials in a progress payment, Contractor shall submit no later than the next payment submission, a partial waiver of lien from each and every supplier for whom delivered materials were paid. If no such waiver is submitted prior to or along with the next payment, the amount of delivered materials paid commensurate with that particular item will be deducted from future payments. No payment for delivered materials shall be made for any items that are scheduled to be incorporated in the work within 30 days of submission of the pay estimate. Delivered materials will not be paid in any given month for a total amount less than $5,000.00. Payment for delivered materials for such items as pipe backfill and roadway subbase will not be routinely considered.

SC-16.01 Delete Article 16 in its entirety and replace with the following:

10/17

ARTICLE 16 - DISPUTE RESOLUTION AGREEMENT - MEDIATION/ARBITRATION

OWNER and CONTRACTOR hereby agree that Article 16 of the General Conditions to the Agreement between OWNER and CONTRACTOR is amended to include the following agreement of the parties:

16.01 All claims, disputes, and other matters in question between OWNER and CONTRACTOR arising out of or relating to the Contract Documents or the breach thereof (except for claims which have been waived by the making or acceptance of final payment as provided by paragraph 14.09) will be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then obtaining, subject to the limitations of this Article 16. This agreement so to arbitrate and any other agreement or consent to arbitrate entered into in accordance herewith as provided in this Article 16 will be specifically enforceable under the prevailing law of any court having jurisdiction.

16.02 No demand for arbitration of any claim, dispute, or other matter that is required to be referred to Engineer initially for decision in accordance with paragraph 9.09 will be made until the earlier of (a) the date on which ENGINEER has rendered a written decision or (b) the thirty-first day after the parties have presented their evidence to ENGINEER if a written decision has not been rendered by ENGINEER before that date. No demand for arbitration of any such claim, dispute or other matter will be made later than thirty days after the date on which ENGINEER has rendered a written decision in respect thereof in accordance with paragraph 9.08 and the failure to demand arbitration within said thirty days' period will result in Engineer's decision being final and binding upon OWNER and CONTRACTOR. If ENGINEER renders a decision after arbitration proceedings have been initiated, such decision may be entered as evidence but will not supersede the arbitration proceedings, except where the decision is acceptable to the parties concerned. No demand for arbitration of any written decision of ENGINEER rendered in accordance with paragraph 9.08 will be made later than ten days after the part making such demand has delivered written notice of intention to appeal as provided in paragraph 10.05.

16.03 Notice of the demand for arbitration will be filed in writing with the other party to the Agreement and with the American Arbitration Association, and a copy will be sent to ENGINEER for information. The demand for arbitration will be made within the thirty-day or ten-day period specified in paragraph 16.02 as applicable, and in all other cases within a reasonable time after the claim, dispute or other matter in question has arisen, and in no event shall any such demand be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.

16.04 Except as provided in paragraph 16.05 below, no arbitration arising out of or relating to the Contract Documents shall include by consolidation, joiner or in any other manner any other person or entity (including ENGINEER, ENGINEER's Consultant, and the officers, directors, agents, employees, or consultants of any of them) who is not a party to this contract unless:

(A) the inclusion of such other person or entity is necessary if complete relief is to be afforded among those who are already parties to the arbitration, and

(B) such other person or entity is substantially involved in a question or law or fact which is common to those who are already parties to the arbitration and which will arise in such proceedings, and

(C) the written consent of the other person or entity sought to be included and of OWNER and CONTRACTOR has been obtained for such inclusion, which consent shall make specific references to this paragraph; but no such consent shall constitute consent to arbitration of any dispute not specifically described in such consent or to arbitration with any party not specifically identified in such consent.

16.05 Notwithstanding paragraph 16.04 if a claim, dispute or other matter in question between OWNER and CONTRACTOR involves the Work of a Subcontractor, either OWNER or CONTRACTOR may join such Subcontractor as a party to the arbitration between OWNER and CONTRACTOR herein under. CONTRACTOR shall include in all subcontracts required by paragraph 6.06(G) a specific provision whereby the Subcontractor consents to being joined in an arbitration between OWNER and CONTRACTOR involving the Work and such Subcontractor. Nothing in this paragraph 16.05 nor in the provision of such subcontract consenting to joinder shall create any claim, right or cause of action in favor of Subcontractor and against OWNER, ENGINEER, or ENGINEER's Consultants that does not otherwise exist.

16.06 The award rendered by the arbitration will be final, judgment may be entered upon it in any court having jurisdiction thereof, and it will not be subject to modification or appeal.

16.07 OWNER and CONTRACTOR agree that they shall first submit any and all unsettled claim, counterclaims, disputes and other matters in questions between them arising out of or relating to the Contract Documents or the breach thereof ("disputes"), to mediation by the American Arbitration Association under the Construction Industry Mediation Rules of the American Arbitration Association prior to either of them initiating against the other a demand for arbitration pursuant to paragraphs 16.01 through 16.06, unless delay in initiating arbitration would irrevocably prejudice one of the parties. The respective thirty and ten-day time limits within which to file a demand for arbitration as provided in paragraphs 16.02 and 16.03 above shall be suspended with respect to a dispute submitted to mediation within those same applicable time limits and shall remain suspended until ten days after the termination of the mediation. The mediator of any dispute submitted to mediation under this Agreement shall not serve as arbitrator of such dispute unless otherwise agreed.

SECTION 5
SPECIFICATIONS

SECTION 011000 - SUMMARY

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Project information.
2. Contract description.
3. Contractor's use of Site and premises.
4. Work sequence.
5. Work restrictions.
6. Owner occupancy.
7. Permits.
8. Specification conventions.

1.2 PROJECT INFORMATION

A. Name: Ashcraft WWTP Improvements.

1. Project Location: 6023 Green Road, Kingsville Township, Ohio 44004.

B. Owner Authority: Ashtabula County Department of Environmental Services.

1. Owner's Representative: Noah Pierce, Wastewater Superintendent.

C. Project Architect/Engineer: Verdantas, LLC.

1. Architect's/Engineer's Representatives: Ryan Schuster, P.E.

1.3 CONTRACT DESCRIPTION

A. Work of the Project includes demolition of the existing two aeration, clarification and sludge holding treatment trains and the construction of two new package treatment trains including the same unit processes.

1.4 CONTRACTOR'S USE OF SITE AND PREMISES

A. Limits on Use of Site: Limit use of Project Site to Work in areas indicated. Do not disturb portions of the Project Site beyond areas in which the Work is indicated.

1. Limit use of Site to allow:

a. Owner occupancy.

2. Driveways, Walkways, and Entrances: Keep driveways and entrances serving premises clear and available to Owner, Owner's employees, and emergency vehicles at all times. Do not use these areas for parking or for storage of materials unless approved by the Owner.

   a. Schedules deliveries to minimize use of driveways and entrances by construction operations.
   b. Schedules delivers to minimize space and time requirements for storage of materials and equipment on Site.

3. Streets:

   a. The Contractor shall make ample provisions for both vehicle and pedestrian traffic on any public street and shall indemnify and save harmless the Owner from any expense whatsoever due to their operations over said street. The Contractor shall also provide free access to all the fire hydrants, water, and gas valves located along the line of their work. Street intersections may be blocked only one-half at a time.
   b. In the event of the Contractor's failure to comply with these provisions, the Owner may cause the same to be done, and may deduct the cost of such work from any monies due the Contractor under this Agreement, but the performance of such work by the Owner at its instance shall serve in no way to release the Contractor from their general or particular liability for the safety of the public or the work.
   c. The Contractor shall repair at no cost to the Owner, all existing roads, parking areas, grassed areas that are damaged due to the execution of their work. The Contractor shall remove daily all mud, soil and debris that may be tracked onto existing streets, drives, or walks by their equipment or that of subcontractors or suppliers.

B. Construction Plan: Before start of construction, submit construction plan regarding access to Work, use of Site, and utility outages for acceptance by Owner. After acceptance of plan, construction operations shall comply with accepted plan unless deviations are accepted by Owner in writing.

C. The Contractor shall restore all areas per the plans and specifications and if not specified, at least to the condition existing prior to the start of work.

D. The Contractor shall, at their own expense, shore up and protect any buildings, roadways, utilities or other public or private structures which may be encountered or endangered in the prosecution of the work, and that may not be otherwise provided for, and they shall repair and make good any damages caused to any such property by reason of their operations. All existing fences removed due to the prosecution of the work shall be replaced by the Contractor. No extra payment will be made for said work

or material, but the cost of this work must be included in the price stipulated for the work to be done under this contract.

1.5 WORK SEQUENCE

A. Construct Work in phases during construction period. Coordinate construction schedule and operations with Owner

1. Phase 1: Demolition and Construction of the East Treatment Train.
2. Phase 2: Demolition and Construction of the West Treatment Train and Flow Splitter. Demolition of existing blower system inside building.

B. Sequencing of Construction Plan: Before start of construction, submit copies of construction plan regarding phasing of demolition and new Work for acceptance by Owner. After acceptance of plan, comply with accepted plan when coordinating construction sequencing unless deviations are accepted by Owner in writing.

1.6 WORK RESTRICTIONS

A. Comply with restrictions on construction operations.

1. Comply with limitations on use of public streets, work on public streets, rights of way, and other requirements of authorities having jurisdiction (AHJ).

B. On-Site Work Hours: Limit Work to between 7 a.m. to 5 p.m., Monday through Friday, unless otherwise indicated. Work hours may be modified to meet Project requirements if approved by Owner and AHJ.

C. On-Site Work Day Restrictions: Do not perform Work resulting in plant shutdown on Site during Work blackout days indicated by Owner.

D. Existing Utility Interruptions: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions, and only after arranging for temporary utility services according to requirements indicated:

1. Notify Owner no less than 2 days in advance of proposed utility interruptions.
2. Obtain Owner’s written permission before proceeding with utility interruptions.

E. Noise, Vibration, Dust, and Odors: Coordinate with Owner operations that may result in high levels of noise and vibration, dust, odors, or other disruption to Owner occupancy.

1. Notify Owner no less than 2 days in advance of proposed disruptive operations.
2. Obtain Owner’s written permission before proceeding with disruptive operations.

1.7 OWNER OCCUPANCY

A. This project shall be performed within an existing WWTP that is currently in operation. Contractor shall maintain access to the Owner and it’s staff for the operation and maintenance of the WWTP.

B. Cooperate with Owner to minimize conflict and to facilitate Owner's operations.

C. Schedule Work to accommodate Owner occupancy.

D. The WWTP shall be kept in operation during the duration of construction.

1.8 SPECIFICATION CONVENTIONS

A. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:

1. Imperative mood and streamlined language are generally used in the Specifications. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.
2. Text Color: Text used in the Specifications, including units of measure, manufacturer and product names, and other text may appear in multiple colors or underlined as part of a hyperlink; no emphasis is implied by text with these characteristics.
3. Hypertext: Text used in the Specifications may contain hyperlinks. Hyperlinks may allow for access to linked information that is not residing in the Specifications. Unless otherwise indicated, linked information is not part of the Contract Documents.

B. Drawing Coordination: Requirements for materials and products identified on Drawings are described in detail in the Specifications. One or more of the following are used on Drawings to identify materials and products:

1. Terminology: Materials and products are identified by the typical generic terms used in the individual Specifications Sections.
2. Abbreviations: Materials and products are identified by abbreviations scheduled on the Drawings.
3. Keynoting: Materials and products are identified by reference keynotes referencing Specification Section numbers found in this Project Manual.

PART 2 - PRODUCTS - Not Used

PART 3 - EXECUTION - Not Used

END OF SECTION 011000

SECTION 013000 - ADMINISTRATIVE REQUIREMENTS

PART 1 - GENERAL

1.1 SECTION INCLUDES

A. Coordination and Project conditions.

B. Preconstruction meeting.

C. Progress meetings.

D. Preinstallation meetings.

E. Closeout meeting.

F. Alteration procedures.

1.2 COORDINATION AND PROJECT CONDITIONS

A. Coordinate scheduling, submittals, and Work of various Sections of Project Manual to ensure efficient and orderly sequence of installation of interdependent construction elements.

B. Verify that utility requirements and characteristics of operating equipment are compatible with building utilities. Coordinate Work of various Sections having interdependent responsibilities for installing, connecting to, and placing operating equipment in service.

C. Coordinate space requirements, supports, and installation of mechanical and electrical Work indicated diagrammatically on Drawings. Follow routing shown for pipes, ducts, and conduit as closely as practical; place runs parallel with lines of building. Use spaces efficiently to maximize accessibility for other installations, for maintenance, and for repairs.

1. Coordination Drawings: Prepare as required to coordinate all portions of Work. Show relationship and integration of different construction elements that require coordination during fabrication or installation to fit in space provided or to function as intended. Indicate locations where space is limited for installation and access and where sequencing and coordination of installations are important.

D. Coordination Meetings: In addition to other meetings specified in this Section, hold coordination meetings with personnel and Subcontractors to ensure coordination of Work.

E. In finished areas, conceal pipes, ducts, and wiring within construction. Coordinate locations of fixtures and outlets with finish elements.

F. Coordinate completion and clean-up of Work of separate Sections in preparation for Substantial Completion.

G. After Owner's occupancy of premises, coordinate access to Site for correction of defective Work and Work not complying with Contract Documents, to minimize disruption of Owner's activities.

1.3 PRECONSTRUCTION MEETING

A. Engineer will schedule and preside over meeting after Notice of Award.

B. Attendance Required: Architect/Engineer, Owner, and Contractor.

C. Minimum Agenda:

1. Execution of Owner-Contractor Agreement.
2. Submission of executed bonds and insurance certificates.
3. Distribution of Contract Documents.
4. Submission of list of Subcontractors, list of products, schedule of values, Progress Schedule, erosion control plan, and quality control plan.
5. Designation of personnel representing parties in Contract, and Architect/Engineer.
6. Communication procedures.
7. Procedures and processing of requests for interpretations, field decisions, field orders, submittals, substitutions, Applications for Payments, proposal request, Change Orders, and Contract closeout procedures.
8. Scheduling.
9. Critical Work sequencing.

D. Construction Manager: Record minutes and distribute to participants within two days after meeting, to Architect/Engineer, Owner, and those affected by decisions made.

1.4 PROGRESS MEETINGS

A. Monthly progress meetings will be held at a location to be determined by the Owner on a regularly scheduled day mutually convenient to the Owner, Contractor, and Engineer.

B. The Contractor shall provide an updated construction progress schedule and be prepared to comment in detail on all aspects of their work.

C. Attendance Required: Contractor, Job superintendent, major Subcontractors and suppliers, and Architect/Engineer, Owner, as appropriate to agenda topics for each meeting.

D. Minimum Agenda:

1. Review minutes of previous meetings.
2. Review of Work progress.
3. Field observations, problems, and decisions.
4. Identification of problems impeding planned progress.
5. Review of submittal schedule and status of submittals.
6. Review of off-Site fabrication and delivery schedules.
7. Maintenance of Progress Schedule.
8. Corrective measures to regain projected schedules.
9. Planned progress during succeeding work period.
10. Coordination of projected progress.
11. Maintenance of quality and work standards.
12. Effect of proposed changes on Progress Schedule and coordination.
13. Other business relating to Work.

E. Contractor: Record minutes and distribute to participants within two days after meeting, to Architect/Engineer, Owner, and those affected by decisions made.

1.5 PREINSTALLATION MEETINGS

A. When required in individual Specification Sections, convene preinstallation meetings at Project Site before starting Work of specific Section.

B. Require attendance of parties directly affecting, or affected by, Work of specific Section.

C. Notify Architect/Engineer four days in advance of meeting date.

D. Prepare agenda and preside over meeting:

1. Review conditions of installation, preparation, and installation procedures.
2. Review coordination with related Work.

E. Record minutes and distribute to participants within two days after meeting to Architect/Engineer, Owner, and those affected by decisions made.

1.6 CLOSEOUT MEETING

A. Schedule Project closeout meeting with sufficient time to prepare for requesting Substantial Completion. Preside over meeting and be responsible for minutes.

B. Attendance Required: Contractor, major Subcontractors, Architect/Engineer, Owner, and others appropriate to agenda.

C. Notify Architect/Engineer four days in advance of meeting date.

D. Minimum Agenda:

1. Start-up of facilities and systems.
2. Operations and maintenance manuals.
3. Testing, adjusting, and balancing.
4. System demonstration and observation.
5. Operation and maintenance instructions for Owner's personnel.
6. Contractor's inspection of Work.
7. Contractor's preparation of an initial "punch list."
8. Procedure to request Architect/Engineer inspection to determine date of Substantial Completion.
9. Completion time for correcting deficiencies.
10. Inspections by authorities having jurisdiction.
11. Certificate of Occupancy and transfer of insurance responsibilities.
12. Partial release of retainage.
13. Final cleaning.
14. Preparation for final inspection.
15. Closeout Submittals:

    a. Project record documents.
    b. Operating and maintenance documents.
    c. Operating and maintenance materials.
    d. Affidavits.

16. Final Application for Payment.
17. Contractor's demobilization of Site.
18. Maintenance.

E. Record minutes and distribute to participants within two days after meeting, to Architect/Engineer, Owner, and those affected by decisions made.

PART 2 - PRODUCTS - Not Used

PART 3 - EXECUTION

3.1 ALTERATION PROCEDURES

A. Entire facility will be occupied for normal operations during progress of construction. Cooperate with Owner in scheduling operations to minimize conflict and to permit continuous usage.

1. Perform Work not to interfere with operations of occupied areas.
2. Keep utility and service outages to a minimum and perform only after written approval of Owner.

3. Clean Owner-occupied areas daily. Clean spillage, overspray, and heavy collection of dust in Owner-occupied areas immediately.

B. Materials: As specified in product Sections; match existing products with new products for patching and extending Work.

C. Employ skilled and experienced installer to perform alteration and renovation Work.

D. Cut, move, or remove items as necessary for access to alterations and renovation Work. Replace and restore at completion. Comply with Section 017000 - Execution and Closeout Requirements

E. Remove unsuitable material not marked for salvage, including rotted wood, corroded metals, and deteriorated masonry and concrete. Replace materials as specified for finished Work.

F. Remove debris and abandoned items from area and from concealed spaces.

G. Prepare surface and remove surface finishes to permit installation of new Work and finishes.

H. Close openings in exterior surfaces to protect existing Work from weather and extremes of temperature and humidity.

I. Remove, cut, and patch Work to minimize damage and to permit restoring products and finishes to original or specified condition.

J. Where new Work abuts or aligns with existing Work, provide smooth and even transition. Patch Work to match existing adjacent Work in texture and appearance.

K. When finished surfaces are cut so that smooth transition with new Work is not possible, terminate existing surface along straight line at natural line of division and submit recommendation to Architect/Engineer for review.

L. Patch or replace portions of existing surfaces that are damaged, lifted, discolored, or showing other imperfections.

M. Finish surfaces as specified in individual product Sections.

END OF SECTION 013000

SECTION 013216 - CONSTRUCTION PROGRESS SCHEDULE

PART 1 - GENERAL

1.1 SECTION INCLUDES

A. Digital Project Data Licensing

B. Submittals.

C. Quality assurance.

D. Bar chart schedules.

E. Review and evaluation.

F. Updating schedules.

G. Distribution.

1.2 DIGITAL PROJECT DATA LICENSING

A. Use of Architect's/Engineer's Digital Data Files: Digital data files of Architect's/Engineer's drawings can be provided by Architect/Engineer for Contractor's use during construction if Contractor signs a waiver.

1.3 SUBMITTALS

A. Immediately after signing the Contract, the Contractor shall prepare a graphic progress schedule, indicating the work to be executed during each month and the rate of expected progress to secure completion on the agreed upon completion date. The progress schedule shall be approved by the Engineer and Owner prior to starting work on the site. Schedule updates and narrative progress reports shall be furnished to the Engineer with each requisition for payment.

B. Schedule Updates:

1. Overall percent complete, projected and actual.
2. Completion progress by listed activity and sub-activity, to within five days prior to submittal.
3. Changes in Work scope and activities modified since submittal.
4. Delays in submittals or resubmittals, deliveries, or Work.
5. Adjusted or modified sequences of Work.
6. Other identifiable changes.

7. Revised projections of progress and completion.

C. Narrative Progress Report:

1. Submit with each submission of Progress Schedule.
2. Summary of Work completed during the past period between reports.
3. Work planned during the next period.
4. Explanation of differences between summary of Work completed and Work planned in previously submitted report.
5. Current and anticipated delaying factors and estimated impact on other activities and completion milestones.
6. Corrective action taken or proposed.

1.4 QUALITY ASSURANCE

A. Scheduler: Contractor's personnel specializing in CPM scheduling with experience in scheduling construction work of complexity comparable to the Project.

B. Contractor's Administrative Personnel: Experience in using and monitoring CPM schedules on comparable Projects.

1.5 BAR CHART SCHEDULES

A. Format: Bar chart Schedule, to include at least:

1. Identification and listing in chronological order of those activities reasonably required to complete the Work, including:

a. Subcontract Work.
b. Major equipment design, fabrication, factory testing, and delivery dates including required lead times.
c. Move-in and other preliminary activities.
d. Equipment and equipment system test and startup activities.
e. Project closeout and cleanup.
f. Work sequences, constraints, and milestones.

2. Listings identified by Specification Section number.
3. Identification of the following:

a. Horizontal time frame by year, month, and week.
b. Duration, early start, and completion for each activity and subactivity.
c. Critical activities and Project float.
d. Subschedules to further define critical portions of Work.

1.6 REVIEW AND EVALUATION

A. Participate in joint review and evaluation of schedules with Architect/Engineer at each submittal.

B. Evaluate Project status to determine Work behind schedule and Work ahead of schedule.

C. After review, revise schedules incorporating results of review, and resubmit within 10 days.

1.7 UPDATING SCHEDULES

A. Maintain schedules to record actual start and finish dates of completed activities.

B. Indicate progress of each activity to date of revision, with projected completion date of each activity. Update schedules to depict current status of Work.

C. Identify activities modified since previous submittal, major changes in Work, and other identifiable changes.

D. Upon approval of a Change Order, include the change in the next schedule submittal.

E. Indicate changes required to maintain Date of Substantial Completion.

F. Submit sorts as required to support recommended changes.

G. Prepare narrative report to define problem areas, anticipated delays, and impact on schedule. Report corrective action taken or proposed and its effect.

1.8 DISTRIBUTION

A. Following joint review, distribute copies of updated schedules to Contractor's Project site file, Subcontractors, suppliers, Architect/Engineer, Owner, and other concerned parties.

B. Instruct recipients to promptly report, in writing, problems anticipated by projections shown in schedules.

PART 2 - PRODUCTS - Not Used

PART 3 - EXECUTION - Not Used

END OF SECTION 013216

SECTION 013223 – SURVEY AND LAYOUT DATA

PART 1 - GENERAL

1.1 STAKING

A. The Contractor shall hire a surveyor licensed in the state the work is to be installed to provide all reference points not already established and staking. The Contractor shall protect and preserve the established staking and reference points as long as required for installation of the work and field verifications by any party. The Contractor's surveyor shall replace and accurately relocate all staking and reference points so lost, destroyed or moved.

1.2 LAYOUT OF WORK

A. The Contractor shall lay out his work and be responsible for correct locations, elevations and dimensions of all work executed by him under this Contract. The Contractor must exercise proper precautions to verify the figures shown on the Drawings before laying out the work and will be held responsible for any error resulting from his failure to exercise such precaution. The Contractor shall insure the new construction aligns with any existing work.

END OF SECTION 013223

SECTION 013236 – VIDEO MONITORING AND DOCUMENTATION

PART 1 - GENERAL

1.1 SCOPE

A. Provide all labor, materials, equipment, and services, and perform all operations necessary to furnish to the Owner a complete color audio-video record on a USB Flash Drive of the surface features within the proposed construction zone of influence. This record shall include, but not be limited to, all audio-video USB Flash Drives, storage cases, video logs, and indexes. The purpose of this coverage shall be to accurately document the pre-construction condition of these surface features.

1.2 QUALIFICATIONS

A. The color audio-video documentation shall be done by a responsible commercial firm known to be skilled and regularly engaged in the business of pre-construction color audio-video documentation. The firm shall furnish such information as the Owner deems necessary to determine the ability of that firm to perform the work in accordance with the Contract specifications.

1.3 PRODUCTS

A. The color audio-video recording delivered to the Owner shall be on a high-quality USB Flash Drive.

END OF SECTION 013236

SECTION 013300 - SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.1 SECTION INCLUDES

A. Definitions.

B. Submittal procedures.

C. Construction progress schedules.

D. Proposed product list.

E. Product data.

F. Shop Drawings.

G. Samples.

H. Other submittals.

I. Design data.

J. Test reports.

K. Certificates.

L. Manufacturer's instructions.

M. Manufacturer's field reports.

N. Erection Drawings.

O. Construction photographs.

P. Contractor review.

Q. Architect/Engineer review.

1.2 DEFINITIONS

A. Action Submittals: Written and graphic information and physical samples that require Architect/Engineer's responsive action.

B. Informational Submittals: Written and graphic information and physical Samples that do not require Architect/Engineer's responsive action. Submittals may be rejected for not complying with requirements.

1.3 SUBMITTAL PROCEDURES

A. Transmit each submittal with Architect/Engineer-accepted form.

B. Sequentially number transmittal forms. Mark revised submittals with original number and sequential alphabetic suffix.

C. Identify: Project, Contractor, Subcontractor and supplier, pertinent Drawing and detail number, and Specification Section number appropriate to submittal.

D. Apply Contractor's stamp, signed or initialed, certifying that review, approval, verification of products required, field dimensions, adjacent construction Work, and coordination of information is according to requirements of the Work and Contract Documents.

E. For each submittal for review, allow 21 days excluding delivery time to and from Contractor.

F. Identify variations in Contract Documents and product or system limitations that may be detrimental to successful performance of completed Work.

G. Allow space on submittals for Contractor and Architect/Engineer review stamps.

H. When revised for resubmission, identify changes made since previous submission.

I. Distribute copies of reviewed submittals as appropriate. Instruct parties to promptly report inability to comply with requirements.

J. Submittals not requested will not be recognized nor processed.

K. Incomplete Submittals: Architect/Engineer will not review. Complete submittals for each item are required. Delays resulting from incomplete submittals are not the responsibility of Architect/Engineer.

L. Requests for substitution will be based on a case-to-case bases. Substitution requests shall be submitted with adequate information that justifies that the substitution is an equal or superior product. Failure to supply adequate information will be cause to reject the substitution requests submittal. Review of resubmitted substitution requests will not be recognized or processed.

1.4 CONSTRUCTION PROGRESS SCHEDULES

A. Comply with Section 013216 - Construction Progress Schedule

1.5 PROPOSED PRODUCT LIST

A. Within 15 days after date of Notice to Proceed, submit list of major products proposed for use, with name of manufacturer, trade name, and model number of each product.

B. For products specified only by reference standards, indicate manufacturer, trade name, model or catalog designation, and reference standards.

1.6 PRODUCT DATA

A. Product Data: Action Submittal: Submit to Architect/Engineer for review for assessing conformance with information given and design concept expressed in Contract Documents.

B. Submit electronic submittals as PDF electronic files.

C. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturers' standard data to provide information specific to this Project.

D. Indicate product utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.

E. After review, produce copies and distribute according to "Submittal Procedures" Article and for record documents described in Section 017000 - Execution and Closeout Requirements.

1.7 SHOP DRAWINGS

A. Shop Drawings: Action Submittal: Submit to Architect/Engineer for assessing conformance with information given and design concept expressed in Contract Documents.

B. Indicate special utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.

C. When required by individual Specification Sections, provide Shop Drawings signed and sealed by a professional Engineer responsible for designing components shown on Shop Drawings.

1. Include signed and sealed calculations to support design.
2. Submit Shop Drawings and calculations in form suitable for submission to and approval by authorities having jurisdiction.
3. Make revisions and provide additional information when required by authorities having jurisdiction.

D. Submit electronic submittals as PDF electronic files.

E. After review, produce copies and distribute according to "Submittal Procedures" Article and for record documents described in Section 017000 - Execution and Closeout Requirements.

1.8 SAMPLES

A. Samples: Action Submittal: Submit to Architect/Engineer for assessing conformance with information given and design concept expressed in Contract Documents.

B. Samples for Selection as Specified in Product Sections:

1. Submit to Architect/Engineer for aesthetic, color, and finish selection.
2. Submit Samples of finishes, textures, and patterns for Architect/Engineer selection.

C. Submit Samples to illustrate functional and aesthetic characteristics of products, with integral parts and attachment devices. Coordinate Sample submittals for interfacing work.

D. Include identification on each Sample, with full Project information.

E. Submit number of Samples specified in individual Specification Sections; Architect/Engineer will retain one Sample.

F. Reviewed Samples that may be used in the Work are indicated in individual Specification Sections.

G. Samples will not be used for testing purposes unless specifically stated in Specification Section.

H. After review, produce copies and distribute according to "Submittal Procedures" Article and for record documents described in Section 017000 - Execution and Closeout Requirements.

1.9 OTHER SUBMITTALS

A. Closeout Submittals: Comply with Section 017000 - Execution and Closeout Requirements.

B. Informational Submittal: Submit data for Architect/Engineer's knowledge as Contract administrator or for Owner.

C. Submit information for assessing conformance with information given and design concept expressed in Contract Documents.

1.10 TEST REPORTS

A. Informational Submittal: Submit reports for Architect/Engineer's knowledge as Contract administrator or for Owner.

B. Submit test reports for information for assessing conformance with information given and design concept expressed in Contract Documents.

1.11 CERTIFICATES

A. Informational Submittal: Submit certification by manufacturer, installation/application Subcontractor, or Contractor to Architect/Engineer, in quantities specified for Product Data.

B. Indicate material or product conforms to or exceeds specified requirements. Submit supporting reference data, affidavits, and certifications as appropriate.

C. Certificates may be recent or previous test results on material or product but must be acceptable to Architect/Engineer.

1.12 MANUFACTURER'S INSTRUCTIONS

A. Informational Submittal: Submit manufacturer's installation instructions for Architect/Engineer's knowledge as Contract administrator or for Owner.

B. Submit printed instructions for delivery, storage, assembly, installation, startup, adjusting, and finishing, to Architect/Engineer in quantities specified for Product Data.

C. Indicate special procedures, perimeter conditions requiring special attention, and special environmental criteria required for application or installation.

1.13 MANUFACTURER'S FIELD REPORTS

A. Informational Submittal: Submit reports for Architect/Engineer's knowledge as Contract administrator or for Owner.

B. Submit report 5 days of observation to Architect/Engineer for information.

C. Submit reports for information for assessing conformance with information given and design concept expressed in Contract Documents.

1.14 ERECTION DRAWINGS

A. Informational Submittal: Submit Drawings for Architect/Engineer's knowledge as Contract administrator or for Owner.

B. Submit Drawings for information assessing conformance with information given and design concept expressed in Contract Documents.

C. Data indicating inappropriate or unacceptable Work may be subject to action by Architect/Engineer or Owner.

1.15 CONSTRUCTION PHOTOGRAPHS

A. Provide photographs of Site and construction throughout progress of Work produced by an experienced photographer acceptable to Architect/Engineer.

B. Submit photographs with Application for Payment.

C. Take photographs as evidence of existing Project conditions as follows:

D. Identify each print. Identify name of Project, orientation of view, date and time of view, name and address of photographer, and photographer's numbered identification of exposure.

E. Digital Images: Deliver complete set of digital image electronic files to Owner with Project record documents. Identify electronic media with date photographs were taken. Submit images that have same aspect ratio as sensor, uncropped.

1. Digital Images: Uncompressed TIFF format, produced by digital camera with minimum sensor size of 4.0 megapixels, and image resolution of not less than 1024 by 768 pixels.
2. Date and Time: Include date and time in filename for each image.

1.16 CONTRACTOR REVIEW

A. Review for compliance with Contract Documents and approve submittals before transmitting to Architect/Engineer Construction Manager.

B. Contractor: Responsible for:

1. Determination and verification of materials including manufacturer's catalog numbers.
2. Determination and verification of field measurements and field construction criteria.
3. Checking and coordinating information in submittal with requirements of Work and of Contract Documents.
4. Determination of accuracy and completeness of dimensions and quantities.
5. Confirmation and coordination of dimensions and field conditions at Site.
6. Construction means, techniques, sequences, and procedures.
7. Safety precautions.
8. Coordination and performance of Work of all trades.

C. Stamp, sign or initial, and date each submittal to certify compliance with requirements of Contract Documents.

D. Do not fabricate products or begin Work for which submittals are required until approved submittals have been received from Architect/Engineer.

1.17 ARCHITECT/ENGINEER REVIEW

A. Do not make "mass submittals" to Architect/Engineer. "Mass submittals" are defined as six or more submittals or items in one day or 20 or more submittals or items in one week. If "mass submittals" are received, Architect/Engineer's review time stated above will be extended as necessary to perform proper review. Architect/Engineer will review "mass submittals" based on priority determined by Architect/Engineer after consultation with Owner and Contractor.

B. Informational submittals and other similar data are for Architect/Engineer's information, do not require Architect/Engineer's responsive action, and will not be reviewed or returned with comment.

C. Submittals made by Contractor that are not required by Contract Documents may be returned without action.

D. Submittal approval does not authorize changes to Contract requirements unless accompanied by Change Order, Field Order, or Construction Change Directive.

E. Owner may withhold monies due to Contractor to cover additional costs beyond the second submittal review.

PART 2 - PRODUCTS - Not Used

PART 3 - EXECUTION - Not Used

END OF SECTION 013300

SECTION 013319 - FIELD TEST REPORTING

PART 1 - GENERAL

1.1 SUMMARY

A. This Section includes, but is not limited to, services performed by an independent testing laboratory. Laboratory services covered under this section are for testing materials used for field constructed elements of the work. Performance testing of manufactured items and shop fabricated materials shall be covered under their respective specification section.

B. All testing performed under this item shall be for the protection and benefit of the Owner and shall not be construed by the Contractor as a comprehensive quality control program intended to protect the Contractor, his subcontractors, or his suppliers. The testing frequency and types of testing shall be at the discretion of the Owner.

C. Inspections, tests, and related actions specified in this section and elsewhere in the contract documents are not intended to limit the Contractor's own quality control procedures and testing, which facilitate overall compliance with requirements of the contract documents. Requirements for the Contractor to provide quality control services as required by the Engineer, the Owner, governing authorities, or other authorized entities are not limited by the provisions of this Section.

D. The Contractor is required to cooperate with the testing laboratories performing required inspections, test, and similar services and the Engineer or his representative.

E. Materials and installed work may require testing or retesting at any time during progress of work. Retesting of rejected materials or installed work shall be done at Contractor's expense.

1.2 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General Supplementary Conditions and Division 1 Specifications sections, apply to work of this section.

B. The Contract Documents may include testing requirements furnished under other Sections. Work elements which may include other testing requirements are:

1. Earthwork

2. Sanitary sewer systems.
3. Water tightness of tanks.
4. Cast-In-Place Portland Cement Concrete
5. Electrical systems tested and certified by the Electrical Contractor.

1.3 SELECTION AND PAYMENT

A. The Contractor will employ an independent testing laboratory to perform specified testing. Payment shall be incidental to the related work bid item. The laboratory shall be mutually agreed upon by the Owner, Engineer, and Contractor.

B. Employment of testing laboratory in no way relieves the Contractor of the obligation to perform work in accordance with requirements of the contract documents.

C. The testing laboratory and their personnel shall be under the direction of the Engineer's on-site representative, regardless of who employs their services.

1.4 REFERENCES

A. AASHTO T-19, Standard Method of Test for Unit Weight and Voids in Aggregate.

B. AASHTO T-37, Standard Method of Test for Sieve Analysis of mineral Filler for Road and Paving Materials.

C. AASHTO T-230, Standard Method of Test for Determining Degree of Pavement Compaction of Bituminous Aggregate Mixtures.

D. ASTM C-29, Standard Method of Test for Unit Weight and Voids in Aggregate.

E. ASTM C-31, Standard Practice for Making and Curing Concrete Test Specimens in the Field.

F. ASTM C-33, Standard Specification for Concrete Aggregates.

G. ASTM C-39, Standard Test Method for Compressive Strength of Cylindrical Concrete Specimens.

H. ASTM C-40, Test Method for Organic Impurities in Fine Aggregates for Concrete.

I. ASTM C-42, Standard Test Methods for Obtaining and Testing Drilled Cored and Sawed Beams of Concrete.

J. ASTM C-88, Standard Test Method for Soundness of Aggregate by use of Sodium Sulfate or Magnesium Sulfate.

K. ASTM C-94, Standard Specification for Ready-Mixed Concrete.

L. ASTM C-117, Standard Test Method for Materials Finer than 75-um (No. 200) Sieve in Mineral Aggregates by Washing.

M. ASTM C-136, Standard Method for Sieve Analysis of Fine and Course Aggregate.

N. ASTM C-142, Test Method for Clay Lumps and Friable Particles in Aggregate.

O. ASTM C-143, Standard Test Method for Slump of Hydraulic Cement Concrete.

P. ASTM C-172, Standard Practice for Sampling Freshly Mixed Concrete.

Q. ASTM C-173, Standard Test Method for Air Content of Freshly Mixed Concrete by the Volumetric Method.

R. ASTM C-231, Standard Test Method for Air Content of Freshly Mixed Concrete by the Pressure Method.

S. ASTM C-535, Standard Test Method for Resistance to Degradation of Large-Size Course Aggregate by Abrasion and Impact in the Los Angeles Machine.

T. ASTM C-1064, Standard Test Method for Temperature of Freshly Mixed Portland Cement Concrete.

U. ASTM D-698, Standard Test Methods for Moisture-Density Relations of Soils and Soil-Aggregate Mixtures Using 5.5-lb. (2.49-kg) Rammer and 12-inc. (305-mm) Drop.

V. ASTM D-2487, Standard Test Method for Classification of Soils for engineer purposes.

W. ASTM D-2940, Standard Specification for Graded Aggregate Material for Bases or Subbases for Highways or Airports.

X. ASTM D-4253, Standard Test Method for Maximum Index Density and Unit Weight of Soils Using a Vibratory Table.

Y. ASTM D-4254, Standard Test Method for Minimum Index Density and Unit Weight of Soils and Calculation of Relative Density.

Z. ASTM D-4832, Standard Test Method for Preparation and Testing of Controlled Low Strength Material (CLSM) Test Cylinders.

AA. ODOT Supplement 1021, Method of Test for Determination of the Percent of Fractured Pieces in Gravel.

AB. ODOT Supplement 1029, Method of Test for Determining the Percentage of Deleterious Materials in Course Aggregate.

AC. ODOT Supplement 1036, Method of Test for Determination of Percent Air Voids in Compacted Dense Bituminous Paving Mixtures.

AD. ODOT Supplement 1044, Mix Design Method for Bituminous Aggregate Base.

AE. Uni-Bell PVC Pipe Association UNI-B-6-98 for Low Pressure Air Testing of Installed Sewer Pipe.

AF. ASTM – C969 – Standard practice for infiltration and exfiltration acceptance of installed concrete sewer pipe.

1.5 SUBMITTALS

A. Prior to the start of work, submit testing laboratory name, address, and telephone number, and names of full-time specialist and responsible officer.

B. Submit copy of the testing laboratory's evaluation report issued by one of the evaluation authorities identified in Article 1.6 of this Section with memorandum of remedies of any deficiencies reported by the inspection.

C. Submit the chain of custody and other QA/QC procedures for each test to be utilized by the laboratory.

D. Submit a sample test report for review by the Engineer to demonstrate conformance with Article 3.2 herein.

1.6 QUALITY ASSURANCE

A. Except as otherwise indicated, the testing laboratory engaged shall be prequalified by the Ohio Department of Transportation for the types of services specified herein.

B. The field personnel utilized to perform all field-testing and preparation shall be certified for those tests being performed.

1.7 RESPONSIBILITIES

A. Testing Laboratory Responsibilities:

1. Provide qualified personnel at the site. Cooperate with the Engineer and Contractor in performance of services.
2. Perform specified sampling and testing of products in accordance with the specified standards.
3. Ascertain compliance of materials and mixes with requirements of the contract documents.
4. Immediately notify the Engineer and Contractor of observed irregularities or nonconformance of work or products.
5. Perform additional tests required by the Engineer.
6. Testing personnel are to report to the Engineer or his representative upon arrival on site for instructions and requirements. Prior to leaving the site, furnish the Engineer or his representative all test results whether in a formal or informal format.
7. Attend preconstruction meetings and progress meetings.

B. Contractor Responsibilities:

1. Provide access to materials proposed to be used which require testing.
2. Cooperate with laboratory personnel and provide access to the work and to manufacturers' facilities.
3. Provide incidental labor and facilities:

    a. To provide access to work to be tested.
    b. To obtain and handle samples at the site or at the source of products to be tested.
    c. To facilitate tests.
    d. To provide storage and curing of test samples as required by the testing laboratory.

4. Notify the Engineer and laboratory 24 hours prior to expected time for operations requiring testing services for scheduling purposes. Materials will not be permitted to be placed without the proper testing being performed in conformance with this Section.

1.8 LIMITS OF LABORATORY AUTHORITY

A. The laboratory may not release, revoke, alter, or enlarge the requirements of the contract documents.

B. The laboratory may not approve or accept any portion of the work.

C. The laboratory may not assume any duties of the Contractor.

D. The laboratory has no authority to stop the work.

1.9 SCHEDULE OF TESTS

Testing anticipated on this project shall include, but is not limited to:

A. Earthwork

1. Special backfill material sieve analysis per ASTM C-136, one test per source.
2. On-site trench backfill analysis per ASTM D-2487, as directed by Engineer.
3. Pipe bedding and cover sieve analysis per ASTM C-136, one test per source.
4. Drainage fill sieve analysis per ASTM C-136, one test per source.
5. Soil compaction per ASTM D-698.

    a. Embankment testing shall be at least one (1) test/5,000 S.F. of each lift;
    b. Trench backfill testing shall be at least one (1) test/50 L.F. of each lift;
    c. Subgrade and/or subbase testing shall be at least one (1) test/200 L.F. of pavement or 5,000 S.F. of slabs subject to greater frequency due to soil conditions or Engineer's direction.

6. Backfill compaction per ASTM D-4253 and D-4254, one test per 50 L.F. of each lift.
7. Low Strength Mortar testing per ASTM D-4832.

B. Concrete

1. Concrete aggregate deleterious substances per ASTM C-40, ASTM C-117, and ASTM C-142, one test per source.
2. Concrete aggregate abrasion per ASTM C-535, one test per source.
3. Sodium sulfate soundness of coarse aggregate per ASTM C-88, one test per source.
4. Sampling Fresh Concrete: ASTM C-172, except modified for slump to comply with ASTM C 94.

    a. When cylinders and/or beam samples are made, the slumps and air test shall be made using concrete from the same batch.

b. Slump: ASTM C-143; one test at point of discharge for each day's pour of each type of concrete; additional tests when concrete consistency seems to have changed.

c. Air Content: ASTM C-173, volumetric method of lightweight concrete; ASTM C-231 pressure method for normal weight concrete; at least one for each pour of each type of air-entrained concrete, and each time a set of compression test specimens is made.

d. Concrete Temperature: ASTM C-1064, test hourly when air temperature is 40º F. (4º C.) and below, and when 80º F. (27º C.) and above; and each time a set of compression test specimens is made.

e. Compression Test Specimen: ASTM C-31; one set of 4 standard cylinders for each compressive strength test, unless otherwise directed. Mold and store cylinders for laboratory cured test specimens except when field-cure test specimens are required.

f. Compressive Strength Tests: ASTM C-39; one set for each day's pour exceeding 5 cubic yards plus additional sets for each 50 cubic yards over and above the first 25 cubic yards of each concrete class placed in any one day; one specimen tested at 7 days, two specimens tested at 28 days, and one specimen retained in reserve for later testing if required. A strength test shall be the average of the strengths of two cylinders made from the same sample of concrete and tested at 28 days.

    i. When frequency of testing will provide less than 5 strength tests for a given class of concrete, conduct testing from at least 5 randomly selected batches or from each batch if fewer than 5 are used.

    ii. Strength level of concrete will be considered satisfactory if averages of sets of three consecutive strength test results equal or exceed specified compressive strength, and no individual strength test result falls below specified compressive strength by more than 500 psi.

g. Two (2) tests beams shall be made for each 250 square yards of concrete pavement and/or slabs on grade placed.

    i. For traffic to be allowed on pavement or slab, the modulus of rupture shall be a minimum of 600 psi for Class C concrete or 400 psi for ODOT Class MS or FS.

h. When cylinders and/or beam samples are made, the slumps and air test shall be made using concrete from the same batch.

5. Nondestructive Testing: Penetration resistance, sonoscope, or other nondestructive devices may be permitted but shall not be used as the sole basis for acceptance or rejection.
6. Additional Tests: The testing service will make additional tests of in-place concrete when test results indicate specified concrete strengths and other characteristics have not been attained in the structure, as directed by Engineer. Testing service may conduct tests to determine adequacy of concrete by cored cylinders complying with ASTM C 42, or by other methods as directed.

a. Contractor shall pay for such tests conducted, and any other additional testing as may be required, when unacceptable concrete is verified.

C. Pavement

1. Aggregate base sieve analysis per ASTM D-2940, one test per source.
2. Sodium sulfate soundness of aggregate base per ASTM C-88, one test per source.
3. Percent of fractured pieces for aggregate base per ODOT Supplement 1021, one test per source.

D. Asphalt

1. Provide testing for mixture acceptance in accordance with Ohio Department of Transportation Procedures. The person performing the testing must have a current Level 1 Bituminous Concrete approval from ODOT.

E. Sewers

1. Deflection Testing

a. All thermoplastic gravity sanitary sewer pipe shall be tested for allowable deflection.
b. Deflection tests shall be performed before final acceptance and no sooner than thirty (30) days after installation of final backfill
c. Maximum allowable pipe deflection shall be five (5) percent of the average inside diameter for the size and class of pipe specified.
d. Acceptance testing shall be performed with a non-adjustable “go, no-go” mandrel with a minimum of eight (8) contact points. Adjustable mandrels for acceptance testing shall be used only with permission of the Engineer.

e. The mandrel size shall be ninety-five (95) percent of the average inside diameter for the size and class of pipe specified.

f. If the "go, no-go" mandrel will not pass through a section of pipe a deflectometer or adjustable mandrel may be used to determine the extent and/or severity of the non-acceptable area. A “go, no-go” mandrel shall be re-run through the pipe section for final acceptance testing at no additional cost to the Owner.

g. The Contractor or subcontractor performing the test shall be experienced and qualified to perform deflection testing with the equipment and procedures utilized. The contractor shall provide all labor, materials, tools and equipment necessary to clean and test all sections of sewer pipe, locate deficient areas, repair, deficient areas, and retest all repaired areas.

h. All sewer runs shall be cleaned prior to testing.

i. The acceptance test shall be performed without mechanical pulling devices.

j. All pipe failing the deflection test shall be exposed, repaired or replaced and retested at no additional cost to the Owner.

2. Leakage Testing

a. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division-1 Specification sections, apply to work of this section.

b. The Contractor shall perform sufficient tests to determine that the installation of all pipe materials have been as specified and that test results are in accordance with those required for approval of the installation.

c. The Contractor shall furnish all pressure gauges, suitable pump or pumps, pipes, test heads, and any other apparatus and materials used for these tests. These tests are to be considered as part of the work, and no additional compensation shall be made.

d. The tests shall be conducted under the direction of the Engineer or an appointed agent. Any testing done without direction and supervision as specified shall not be considered as a proper means of approval.

e. The Contractor may obtain water for testing as may be required by observing the rules and regulations enforced in the municipality in which the work is being done.

f. In addition to requirements of these specifications, comply with manufacturer's instructions and recommendations for work.

3. Infiltration and Exfiltration Testing

   a. All sewers shall be tested using an exfiltration test or, where specifically allowed in writing by the Engineer, an infiltration test.
   b. All sewers shall be tested. No visible leakage in the sewers or manholes shall be permitted.
   c. Bulkheads shall be used to isolate the test sections as required to perform the work. All service laterals, stubs and fittings shall be plugged or capped at the connection to the test section.
   d. Each manhole run shall be tested separately.

4. Exfiltration Testing

   a. The test shall be performed first with a minimum head of water of three (3) feet above the top of the high end of the sewer or two (2) feet above the high end of the highest lateral in the section or sections to be tested, or three (3) feet above the existing groundwater elevation, whichever is higher.
   b. The exfiltration test shall be conducted between two manholes by sealing the downstream end of the test section and all inlet sewers at the upstream manhole with pipe stoppers.
   c. The average internal pressure in the system shall not exceed 11.6 feet of water or 5 psi and the maximum internal pipe pressure at the lowest end shall not exceed 23 feet of water or 10 psi.
   d. Water shall be added to the pipe section at a steady rate from the upstream manhole to allow air to escape from the sewer until the water is at the specified level above the crown of the pipe. The water may stand in the pipe and manhole up to seventy-two (72) hours prior to measurement of leakage to allow for absorption by the pipe and bleeding of air. After absorption into the pipe and manhole has stabilized, the water in the upstream manhole shall be brought to test level.
   e. The leakage rate shall be determined by measurement of the drop in water elevation measured in the upstream manhole and the loss of water calculated. The test period shall be a minimum of sixty (60) minutes duration. Use the following table to determine loss of water as measured in the manhole:

		Volume of Leakage	
Water Level Change in Test Manhole		4 Ft. Dia. MH	5 Ft. Dia. MH
(Inches)	(Feet)	(Gals.)	(Gals.)
1/8	0.01	0.98	1.53
1/4	0.02	1.96	3.06
3/8	0.03	2.94	4.59
1/2	0.04	3.92	6.12
5/8	0.05	4.90	7.65
3/4	0.06	5.87	9.18
7/8	0.07	6.85	10.71
1	0.08	7.83	12.24
1-1/8	0.09	8.81	13.77
1-1/4	0.10	9.79	15.30
1-3/8	0.11	10.77	16.83
1-1/2	0.12	11.75	18.36
1-5/8	0.13	12.72	19.89
1-3/4	0.14	13.71	21.42
1-7/8	0.16	14.69	22.90
2	0.17	15.67	24.48

5. Infiltration Testing

   a. An infiltration test shall be conducted for all sections of sewer, only when the ground water level is two (2) feet or more above the elevation of the inside crown of pipe at the upstream limit of the section being tested.

   b. The use of well point pumps or other dewatering devices shall have been discontinued for 24 hours prior to testing to permit the groundwater table to return to a static condition.

c. The leakage rate shall be measured by a weir, by determination of the time required to fill a container of known volume, or other measuring device approved by the Engineer in the lower end of the sewer section to be tested.

d. The incoming sewer or sewers in the upper end of the test section shall be securely sealed.

6. Allowable Leakage

a. The maximum allowable leakage for either infiltration or exfiltration shall be 50 gallons per inch of internal pipe diameter per mile per day.

b. If actual leakage measured exceeds the limits specified, the Contractor must locate and repair or remove and replace the defective pipe sections to the satisfaction of the Engineer and retest the section accordingly at no additional cost to the Owner.

c. All sanitary manholes shall be tested separately by using an exfiltration test (or infiltration test where groundwater conditions permit) to two (2) feet above the highest joint with no measurable leakage for a one hour test.

7. Low Pressure Air Testing

a. PVC sanitary sewers 54-inch diameter and less may be air tested as specified. If the groundwater level is two (2) feet or more above the top of the pipe at the upstream end or if the air pressure required for the test is greater than 5 psig, the air test method should not be used for RCP sanitary sewers.

b. Each manhole run shall be tested separately, unless otherwise approved by the Engineer, as the construction progresses. Backfill shall be brought to final grade before testing. Testing shall be done prior to surface restoration, and preferably with not more than four (4) manhole runs constructed ahead of testing.

c. Test equipment consists of valves and pressure gages to control airflow and to monitor pressure within the test section.

d. The sewer shall be flushed and cleaned prior to testing to clean out any debris. The pipe surface should be wet for more consistent results.

e. The section of pipe to be tested shall be plugged at each end and the ends of laterals, stubs and fittings to be included in the test section shall be plugged and securely braced to prevent air leakage, and possible blowouts.

f. Equipment used shall meet the following minimum requirements and be approved by the Engineer:

i. Pneumatic plugs shall have a sealing length equal to or greater than the diameter of the pipe to be inspected.
ii. Pneumatic plugs shall resist internal test pressures without requiring external bracing or blocking.
iii. All air used shall pass through a single control panel.
iv. Three (3) individual hoses shall be used for the following connections:

a). From control panel to pneumatic plugs for inflation.
b). From control panel to sealed line for introducing the low pressure air.
c). From sealed line to control panel for continually monitoring the air pressure rise in the sealed line.

g. All pneumatic plugs shall be seal tested before being used in the actual test installation. One length of pipe shall be laid on the ground and sealed at both ends with the pneumatic plugs to be used for the test. The sealed pipe shall be pressurized to 9 psig. The plugs must hold against this pressure without having to be braced. No persons shall be allowed in the alignment of the pipe during plug testing.

h. After a manhole to manhole run of pipe has been backfilled and cleaned, and the pneumatic plugs are checked by the above procedure, the plugs shall be placed in the line at each manhole. Low pressure air shall be slowly introduced into this sealed line until the internal air pressure reaches approximately 4 psig greater than the average groundwater back pressure, but not greater than 9 psig for PVC pipe or 5 psig for RCP.

i. In areas where groundwater is known to exist, the Contractor must determine the average groundwater back pressure. The Contractor shall install a 1/2-inch diameter capped pipe nipple, approximately 10 inches long, through the manhole wall on top of one of the sanitary sewer lines entering the manhole. See Figure No. 1. This shall be done at the time the sanitary sewer line is installed or install an 8-inch diameter stand pipe outside of the manhole backfilled with a column of clean stone of 2-inch minimum diameter to subgrade. Immediately prior to the performance of the low pressure air test, the ground water back pressure shall be determined by removing the pipe cap, blowing air through the pipe nipple into the ground so as to clear it, and then connecting a clear plastic tube to the nipple. The

plastic tube shall be vertical and a measurement of the height, in feet of water over the invert of the pipe shall be taken after the water has stopped rising in this plastic tube. This height, divided by 2.307, will equal the average groundwater back pressure.

j. At least two (2) minutes shall be allowed for the air to stabilize when the specified internal air pressure has been obtained. When the pressure has stabilized and is at or above 3.5 psig, the air hose from the control panel to the air supply shall be disconnected. The portion of the line being tested shall be termed "acceptable" if the time required in minutes for the pressure to decrease from 3.5 to 2.5 psig (greater than the average groundwater back pressure calculated) shall not be less than the time in the tables in Reference Table 1.

k. If a one (1) psi drop in pressure does not occur within the test time, the line has passed. If the pressure drop is more than one (1) psi during the test time, the line is presumed to have failed the test. If the line fails the test, segmented testing may establish the location of any leaks.

l. The Contractor must repair the leak or remove and replace the defective pipe section and re-test the section to the satisfaction of the Engineer at no additional cost to the Owner.

m. The pneumatic plugs must be installed in such a way as to prevent blowouts. Inasmuch as a force of 250 pounds is exerted on an 8-inch plug by an internal pipe pressure of 5 psi, it should be realized that sudden expulsion of a poorly installed plug or a plug, which is partially deflated before the pipe pressure is released, can be dangerous.

n. The Contractor should internally restrain or externally brace the plugs to the manhole wall as an added safety precaution throughout the test.

o. Pressurizing equipment shall include a regulator or relief valve set at no higher than 9 psig for PVC pipe or 5 psig for RCP pipe to avoid over-pressurizing and damaging an otherwise acceptable line.

p. No one shall be allowed in the trench or manholes during testing.

q. Plugs shall not be removed until all pressure has been released.

r. All sanitary manholes shall be tested separately by using an exfiltration test (or infiltration test where groundwater conditions permit) to two (2) feet above the highest joint with no measurable leakage for a one hour test.

s. The air test data sheet marked Exhibit “A” at the end of this section shall be filled out for each section of piping tested in this manner.

t. Testing concrete pipe sewer lines by the low pressure air test method will be per ASTM C924-02 and C1103.

8. Hydrostatic Testing – Pressure Pipe, For Watermain and Force Main

a. The pipe to be tested must be sufficiently backfilled to prevent movement while under test pressure.

b. Joint restraint at fittings should be permanent and constructed to withstand test pressure. If concrete thrust blocks are used, sufficient time must be allowed before testing to permit the concrete to cure. A cure time of seven (7) days is recommended when Type I Portland Cement is used; three (3) days is recommended when Type III high-early Portland Cement is used.

c. Test ends should be restrained to withstand the appreciable thrusts that are developed under test pressure.

d. Air pressure testing of installed pressure pipe is expressly prohibited.

e. Any testing performed without the knowledge of the Engineer shall not be considered a test for the purpose of this specification.

f. The hydrostatic testing sheet marked "Exhibit D" following this section shall be filled out for each section of piping tested in this manner.

g. After the pipe has been installed and partially backfilled (if applicable) subject all newly installed pipe, or any valved sections of it in such lengths of the force main as determined by the responsible agency, unless otherwise specified, to a hydrostatic pressure test equal to 1-1/2 times the line working pressure (50% over the working pressure) but not less than 1.25 times the working pressure at the highest point along the test section; but, in no case, shall such force mains be tested at less than 150 pounds per square inch.. The duration of each test shall be at least 2 hours.

h. Each section of pipeline shall be slowly filled with water and the specified test pressure, measured at the point of lowest elevation, shall be applied by means of a booster pump connected to the pipe in a manner satisfactory to the Engineer. The duration of the test shall be for a minimum of sixty (60) minutes.

i. No pipe installation will be accepted unless the leakage rate for the section of pipe being tested does not exceed a rate as shown on hydrostatic test chart, during a 24-hour test duration.

j. The Contractor shall furnish suitable means for determining the quantity of water lost by leakage during the test.

PART 2 – PRODUCTS (NOT APPLICABLE)

PART 3 – EXECUTION

3.1 SEQUENCING AND SCHEDULING

A. The Contractor shall coordinate the sequence of work activities so as to accommodate required testing and shall allow sufficient time for testing of materials by the laboratory so as to cause no delay in the work or the work of any other Contractor. In addition, the Contractor shall coordinate his work so as to avoid the necessity of removing and replacing work to accommodate inspections and tests.

3.2 LABORATORY TEST RESULTS

A. The testing laboratory shall submit a certified written report of each inspection, test, or similar service concurrently to the Owner, Engineer, and Contractor.

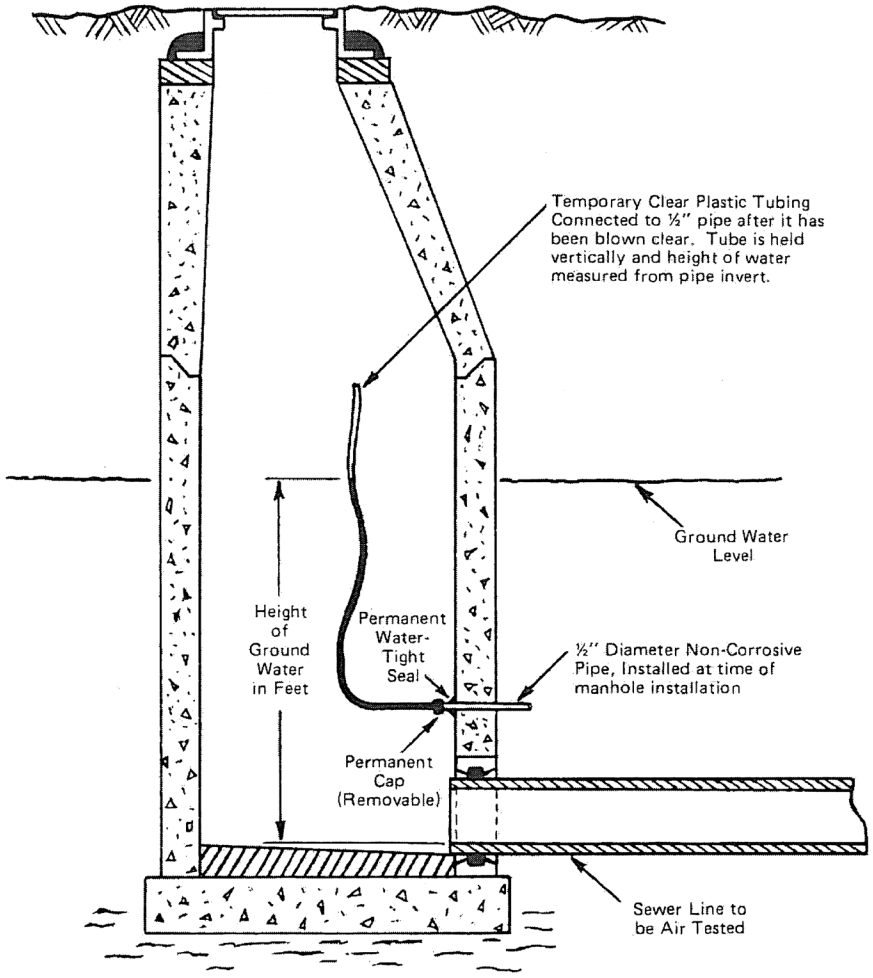
B. Written reports of each inspection, test, or similar service shall include, but not be limited to, the following:

1. Name of testing laboratory.
2. Project name and construction contract reference number.
3. Dates and locations of samples and tests or inspections.
4. Date of report.
5. Names of individuals making the inspection or test.
6. Designation of the work and test method.
7. Test results.
8. Notation of significant ambient conditions at the time of sample taking and testing.

END OF SECTION 013319

FIGURE NO. 1

**MANHOLE CROSS-SECTIONAL VIEW
OF THE PROPER METHOD FOR
DETERMINING GROUND WATER HEIGHT**



AIR TEST DATA SHEET

PIPE TESTING FORM

NOTE: Pressurize pipe to 4.5 P.S.I.F. and let stabilize for 5 minutes. Pressure should then be backed off to 4.0 P.S.I.G. and test time started.

JOB NAME: **SANITARY ☐** **STORM ☐** **DATE:**

JOB LOCATION: **TEST COMPANY:**

JOB NO. **PROJECT REP:**

SPECIFIED PRESSURE DROP ( ) P.S.I.G. **BASE PRESSURE: 4.0 P.S.I.G.** **PIPE MATERIAL:**

(See Table 1 or Table II for Reference) **(Note: No test shall exceed 9.0 P.S.I.G.)**

PIPE SECTION UNDER TEST										
UPSTREAM MH/STATION	**DN-STREAM MH/STATION**	**PIPE DIAMETER**	**PIPE LENGTH**	**GROUND WATER DEPTH**	**BASE P.S.I.G. PLUS GROUND WATER ADJ. (÷ 2.31=P.S.I.G.)**	**TEST TIME DURATION**	**TEST START TIME**	**TEST STOP TIME**	**TEST TIME ELAPSED**	**PASS FAIL P or F**

***Identify any section(s) that failed:**

***Leak (was) (was not) located. Method used:**

REMARKS:

TABLE I

1 Pipe Diameter (Inches)	**2** Minimum Time (Min:Sec)	**3** Length for Minimum Time (Ft.)	**4** Time for Longer Length (Sec)	Specification Time for Length (L) Shown (Min:Sec)							
				100 Ft.	150 Ft.	200 Ft.	250 Ft.	300 Ft.	350 Ft.	400 Ft.	450 Ft.
4	3:46	597	.380 L	3:46	3:46	3:46	3:46	3:46	3:46	3:46	3:46
6	5:40	398	.854 L	5:40	5:40	5:40	5:40	5:40	5:40	5:42	6:24
8	7:34	298	1.520 L	7:34	7:34	7:34	7:34	7:36	8:52	10:08	11:24
10	9:26	239	2.374 L	9:26	9:26	9:26	9:53	11:52	13:51	15:49	17:48
12	11:20	199	3.418 L	11:20	11:20	11:24	14:15	17:05	19:56	22:47	25:38
15	14:10	159	5.342 L	14:10	14:10	17:48	22:15	26:42	31:09	35:36	40:04
18	17:00	133	7.692 L	17:00	19:13	25:38	32:03	38:27	44:52	51:16	57:41
21	19:50	114	10.470 L	19:50	26:10	34:54	43:37	52:21	61:00	69:48	78:31
24	22:40	99	13.674 L	22:47	34:11	45:34	56:58	68:22	79:46	91:10	102:33
27	25:30	88	17.306 L	28:51	43:16	57:41	72:07	86:32	100:57	115:22	129:48
30	28:20	80	21.366 L	35:37	53:25	71:13	89:02	106:50	124:38	142:26	160:15
33	31:10	72	28.852 L	43:05	64:38	86:10	107:43	129:16	150:43	172:21	193:53
36	34:00	66	30.768 L	51:17	76:55	102:34	128:12	153:50	179:29	205:07	230:46
42	39:48	57	41.883 L	69:48	104:42	139:37	174:30	209:24	244:19	279:13	314:07
48	45:34	50	54.705 L	91:10	136:45	182:21	227:55	273:31	319:06	364:42	410:17
54	51:02	44	69.236 L	115:24	173:05	230:47	288:29	346:11	403:53	461:34	519:16
60	56:40	40	85.476 L	142:28	213:41	284:55	356:09	427:23	498:37	569:50	641:04

Minimum specified time required for a 1.0 P.S.I.G. Pressure Drop

for size and length of pipe indicated for Q = 0.0015

NOTE: If there has been no leakage, (zero P.S.I.G. drop), after one hour of testing, the test shall be accepted and the test complete. (See Section 7.5)

TABLE II

Minimum specified time required for a 0.5 P.S.I.G. Pressure Drop

for size and length of pipe indicated for Q = 0.0015

1 Pipe Diameter (Inches)	**2** Minimum Time (Min:Sec)	**3** Length for Minimum Time (Ft.)	**4** Time for Longer Length (Sec)	Specification Time for Length (L) Shown (Min:Sec)							
				100 Ft.	100 Ft.	100 Ft.	100 Ft.	100 Ft.	100 Ft.	100 Ft.	100 Ft.
4	1:53	597	.190 L	1:53	1:53	1:53	1:53	1:53	1:53	1:53	1:53
6	2:50	398	.427 L	2:50	2:50	2:50	2:50	2:50	2:50	2:51	3:12
8	3:47	298	.760 L	3:47	3:47	3:47	3:47	3:48	4:26	5:04	5:42
10	4:43	239	1.187 L	4:43	4:43	4:43	4:57	5:56	6:55	7:54	8:54
12	5:40	199	1.709 L	5:40	5:40	5:42	7:08	8:33	9:58	11:24	12:50
15	7:05	159	2.671 L	7:05	7:05	8:54	11:08	13:21	15:35	17:48	20:02
18	8:30	133	3.846 L	8:30	9:37	12:49	16:01	19:14	22:26	25:38	28:51
21	9:55	114	5.235 L	9:55	13:05	17:27	21:49	26:11	30:32	34:54	39:16
24	11:20	99	6.837 L	11:24	17:57	22:48	28:30	34:11	39:53	45:35	51:17
27	12:45	88	8.653 L	14:25	21:38	28:51	36:04	43:16	50:30	57:42	64:54
30	14:10	80	10.683 L	17:48	26:43	35:37	44:31	53:25	62:19	71:13	80:07
33	15:35	72	12.926 L	21:33	32:19	43:56	53:52	64:38	75:24	86:10	96:57
36	17:00	66	15.384 L	25:39	38:28	51:17	64:06	76:55	89:44	102:34	115:23
42	19:54	57	20.942 L	34:54	52:21	69:49	87:15	104:42	122:10	139:37	157:04
48	22:47	50	27.352 L	45:35	68:23	91:11	113:58	136:46	159:33	182:21	205:09
54	25:31	44	34.618 L	57:42	86:33	115:24	144:15	173:05	201:56	230:47	259:38
60	28:20	40	42.738 L	71:14	106:51	142:28	178:05	213:41	249:18	284:55	320:32

NOTE: If there has been no leakage, (zero P.S.I.G. drop), after one hour of testing, the test shall be accepted and the test complete. (See Section 7.5)

VERDANTAS LLC

HYDROSTATIC LEAKAGE TEST

JOB. NO. _____ PROJECT: _____

CONTRACTOR: _____ CLIENT: _____

WATERLINE TESTED AT: _____ _____
(Street Name) (Station of Gauge)

FROM STATION _____ TO STATION _____ ON _____

WATERLINE SIZE _____ TYPE _____

TESTED _____ , _____ AT _____ FOR _____
TOTAL L.F. PIPE SIZE PSI DURATION

ALLOWABLE LEAKAGE _____ PER 1,000 L.F. OR _____ PER _____
GALS./HR. TOTAL GALS. TOTAL L.F.

1ST TEST _____, _____ AND _____
PASS / FAIL PRESSURE LOST GALLONS LOST

2nd TEST _____, _____ AND _____
PASS / FAIL PRESSURE LOST GALLONS LOST

APPROVED BY _____
(INSPECTOR)

COMMENTS: _____

_____

_____

ALLOWABLE LEAKAGE PER 1,000 FEET OF WATERMAIN:

PIPE SIZE INCH DIAMETER	ALLOWABLE LEAKAGE GALS. / 1,000 FEET
6	1
8	1.3
10	1.6
12	1.9
16	2.5
20	3.2
24	3.8
30	4.8
36	5.7

NOTE: IN NO CASE SHALL THE TESTED SECTION EXCEED 2,000 FEET IN LENGTH.

PROJECT: _____ **SHEET NO. 1 OF** _____

JOB NO. _____ **STREET:** _____

CONTRACTOR: _____ **PROJECT REP:** _____

MANHOLE VACUUM TEST

M.H. NO.	M.H. Diameter (in.)	M.H. Depth (ft.) (btm.m.h. cover to shelf)	Vacuum Required (in Hg)	Vacuum Attained (in Hg)	Vacuum Drop (in Hg)	Holding Time Required (sec.)	Pass/ Fail	Date Tested	Contractor Attest	Engineer Attest	Remarks

TABLE 1 – Minimum Test Times for Various Manhole Diameter

Depth	Diameter, in.								
(ft)	30	33	36	42	48	54	60	66	72
Time(s)									
8	11	12	14	17	20	23	26	29	33
10	14	15	18	21	25	29	33	36	41
12	17	18	21	25	30	35	39	43	49
14	20	21	25	30	35	41	46	51	57
16	22	24	29	34	40	46	52	58	67
18	25	27	32	38	45	52	59	65	73
20	28	30	35	42	50	53	65	72	81
22	31	33	39	46	55	64	72	79	89
24	33	36	42	51	59	64	78	87	97
26	36	39	46	55	64	75	85	94	105
	39	42	49	59	69	81	91	101	113
	42	45	53	63	74	87	98	108	121

Note: Allowable drop equals 1 in. Hg for time shown

PROJECT REP: _____

DATE: _____

SECTION 014000 - QUALITY REQUIREMENTS

PART 1 - GENERAL

1.1 SECTION INCLUDES

A. Quality control.

B. Tolerances.

C. References.

D. Labeling.

E. Mockup requirements.

F. Testing and inspection services.

G. Manufacturers' field services.

1.2 QUALITY CONTROL

A. Monitor quality control over suppliers, manufacturers, products, services, Site conditions, and workmanship, to produce Work of specified quality.

B. Comply with specified standards as the minimum quality for the Work except where more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.

C. Perform Work using persons qualified to produce required and specified quality.

D. Products, materials, and equipment may be subject to inspection by Engineer and Owner at place of manufacture or fabrication. Such inspections shall not relieve Contractor of complying with requirements of Contract Documents.

E. Supervise performance of Work in such manner and by such means to ensure that Work, whether completed or in progress, will not be subjected to harmful, dangerous, damaging, or otherwise deleterious exposure during construction period.

1.3 TOLERANCES

A. Monitor fabrication and installation tolerance control of products to produce acceptable Work. Do not permit tolerances to accumulate.

B. Comply with manufacturers' recommended tolerances and tolerance requirements in reference standards. When such tolerances conflict with Contract Documents, request clarification from Engineer before proceeding.

C. Adjust products to appropriate dimensions; position before securing products in place.

1.4 REFERENCES

A. For products or workmanship specified by association, trade, or other consensus standards, comply with requirements of standard except when more rigid requirements are specified or are required by applicable codes.

B. Conform to reference standard by date of issue current as of date for receiving Bids except where specific date is established by code.

C. Obtain copies of standards and maintain on Site when required by product Specification Sections.

D. When requirements of indicated reference standards conflict with Contract Documents, request clarification from Engineer before proceeding.

E. Neither contractual relationships, duties, or responsibilities of parties in Contract nor those of Engineer shall be altered from Contract Documents by mention or inference in reference documents.

1.5 LABELING

A. Attach label from agency approved by authorities having jurisdiction for products, assemblies, and systems required to be labeled by applicable code.

B. Label Information: Include manufacturer's or fabricator's identification, approved agency identification, and the following information, as applicable, on each label:

1. Model number.
2. Serial number.
3. Performance characteristics.

C. Manufacturer's Nameplates, Trademarks, Logos, and Other Identifying Marks on Products: Not allowed on surfaces exposed to view in public areas, interior or exterior.

1.6 MOCK-UP REQUIREMENTS

A. Tests will be performed under provisions identified in this Section and identified in individual product Specification Sections.

B. Assemble and erect specified or indicated items with specified or indicated attachment and anchorage devices, flashings, seals, and finishes.

C. Accepted mockups shall be comparison standard for remaining Work.

D. Where mockup has been accepted by Engineer and is specified in product Specification Sections to be removed, remove mockup and clear area when directed to do so by Engineer.

1.7 TESTING AND INSPECTION SERVICES

A. Employ and pay for services of an independent testing agency or laboratory acceptable to Owner to perform specified testing.

1. Before starting Work, submit testing laboratory name, address, and telephone number, and names of full-time Professional Engineer and/or specialist and responsible officer.
2. Submit copy of report of laboratory facilities' inspection made by Materials Reference Laboratory of National Bureau of Standards during most recent inspection, with memorandum of remedies of deficiencies reported by inspection.

B. Independent firm will perform tests, inspections, and other services specified in individual Specification Sections and as required by Engineer.

1. Laboratory: Authorized to operate in State of Ohio.
2. Laboratory Staff: Maintain full-time Professional Engineer and/or specialist on staff to review services.
3. Testing Equipment: Calibrated at reasonable intervals with devices of an accuracy traceable to National Bureau of Standards or accepted values of natural physical constants.

C. Testing, inspections, and source quality control may occur on or off Project Site. Perform off-Site testing as required by Engineer or Owner.

D. Reports shall be submitted by independent firm to Engineer, Contractor, and authorities having jurisdiction, indicating observations and results of tests and compliance or noncompliance with Contract Documents.

1. Submit final report indicating correction of Work previously reported as noncompliant.

E. Cooperate with independent firm; furnish samples of materials, design mix, equipment, tools, storage, safe access, and assistance by incidental labor as requested.

1. Notify Engineer and independent firm 24 hours before expected time for operations requiring services.

2. Make arrangements with independent firm and pay for additional Samples and tests required for Contractor's use.

F. Employment of testing agency or laboratory shall not relieve Contractor of obligation to perform Work according to requirements of Contract Documents.

G. Retesting or re-inspection required because of nonconformance with specified or indicated requirements shall be performed by same independent firm on instructions from Engineer. Payment for retesting or re-inspection will be charged to Contractor by deducting testing charges from Contract Sum/Price.

H. Agency Responsibilities:

1. Test Samples of mixes submitted by Contractor.
2. Provide qualified personnel at Site. Cooperate with Engineer and Contractor in performance of services.
3. Perform indicated sampling and testing of products according to specified standards.
4. Ascertain compliance of materials and mixes with requirements of Contract Documents.
5. Promptly notify Engineer and Contractor of observed irregularities or nonconformance of Work or products.
6. Perform additional tests required by Architect/Engineer.
7. Attend preconstruction meetings and progress meetings.

I. Agency Reports: After each test, promptly submit report to Engineer, Contractor, and authorities having jurisdiction. When requested by Engineer, provide interpretation of test results. Include the following:

1. Date issued.
2. Project title and number.
3. Name of inspector.
4. Date and time of sampling or inspection.
5. Identification of product and Specification Section.
6. Location in Project.
7. Type of inspection or test.
8. Date of test.
9. Results of tests.
10. Conformance with Contract Documents.

J. Limits on Testing Authority:

1. Agency or laboratory may not release, revoke, alter, or enlarge on requirements of Contract Documents.
2. Agency or laboratory may not approve or accept any portion of the Work.
3. Agency or laboratory may not assume duties of Contractor.
4. Agency or laboratory has no authority to stop the Work.

1.8 MANUFACTURER'S FIELD SERVICES

A. When specified in individual Specification Sections, require material or product suppliers or manufacturers to provide qualified staff personnel to observe Site conditions, conditions of surfaces and installation, quality of workmanship, startup of equipment, testing, adjusting, and balancing of equipment, commissioning and as applicable, and to initiate instructions when necessary.

B. Submit qualifications of observer to Engineer 30 days in advance of required observations. Observer is subject to approval of Engineer.

C. Report observations and Site decisions or instructions given to applicators or installers that are supplemental or contrary to manufacturer's written instructions.

D. Refer to Section 013300 - Submittal Procedures, "Manufacturer's Field Reports" Article.

PART 2 - PRODUCTS - Not Used

PART 3 - EXECUTION - Not Used

END OF SECTION 014000

SECTION 015000 - TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.1 SECTION INCLUDES

A. Temporary Utilities:

1. Temporary electricity.
2. Temporary lighting for construction purposes.
3. Temporary heating.
4. Temporary cooling.
5. Temporary ventilation.
6. Temporary water service.
7. Temporary sanitary facilities.

B. Construction Facilities:

1. Parking.
2. Progress cleaning and waste removal.
3. Project identification.

C. Temporary Controls:

1. Barriers.
2. Security.
3. Water control.
4. Dust control.
5. Noise control.
6. Pollution control.

D. Removal of utilities, facilities, and controls.

1.2 REFERENCES

A. ASTM International:

1. ASTM E 84 - Standard Test Method for Surface Burning Characteristics of Building Materials.
2. ASTM E 90 - Standard Test Method for Laboratory Measurement of Airborne Sound Transmission Loss of Building Partitions and Elements.
3. ASTM E 119 - Standard Test Methods for Fire Tests of Building Construction and Materials.

1.3 TEMPORARY ELECTRICITY

A. Owner will pay cost of energy used. Exercise measures to conserve energy. Use Owner's existing power service.

B. Do not disrupt Owner's use of service.

1.4 TEMPORARY LIGHTING FOR CONSTRUCTION PURPOSES

A. Provide and maintain incandescent lighting for construction operations to achieve minimum lighting level of 2 watts/sq ft.

B. Provide and maintain 1 watt/sq ft to exterior staging and storage areas after dark for security purposes.

C. Provide and maintain 0.25 HID lighting to interior work areas after dark for security purposes.

D. Provide branch wiring from power source to distribution boxes with lighting conductors, pigtails, lamps, and the like, for specified lighting levels.

E. Maintain lighting and provide routine repairs.

F. Permanent building lighting may be used during construction.

1.5 TEMPORARY HEATING

A. Provide temporary heating devices and heat as needed to maintain specified conditions for construction operations.

B. Owner will pay cost of temporary heat. Exercise measures to conserve energy.

1.6 TEMPORARY COOLING

A. Provide temporary cooling devices and cooling as needed to maintain specified conditions for construction operations.

B. Owner will pay cost of temporary cooling. Exercise measures to conserve energy.

1.7 TEMPORARY VENTILATION

A. Ventilate enclosed areas to achieve curing of materials, to dissipate humidity, and to prevent accumulation of dust, fumes, vapors, or gases.

1.8 TEMPORARY WATER SERVICE

A. Owner will pay cost of temporary water. Exercise measures to conserve energy. Use Owner's existing water system, extended and supplemented with temporary devices as needed to maintain specified conditions for construction operations.

B. Extend branch piping with outlets located so that water is available by hoses with threaded connections.

1.9 TEMPORARY SANITARY FACILITIES

A. Provide and maintain required facilities and enclosures. Existing facility use is not permitted. Provide facilities at time of Project mobilization.

1.10 PARKING

A. If Site space is not adequate, provide additional off-Site parking.

1.11 PROGRESS CLEANING AND WASTE REMOVAL

A. Maintain areas free of waste materials, debris, and rubbish. Maintain Site in clean and orderly condition.

B. Remove debris and rubbish from pipe chases, plenums, attics, crawl spaces, and other closed or remote spaces, before enclosing spaces.

C. Broom and vacuum clean interior areas before starting surface finishing, and continue cleaning to eliminate dust.

D. Collect and remove waste materials, debris, and rubbish from Site periodically and dispose of off-Site.

1.12 PROJECT IDENTIFICATION

A. Project Identification Sign:

1. One painted sign of construction, design, and content shown on Drawings, location designated.

1.13 BARRIERS

A. Provide barriers to prevent unauthorized entry to construction areas, to allow for Owner's use of Site, and to protect existing facilities and adjacent properties from damage from construction operations.

B. Protect non-owned vehicular traffic, stored materials, Site, and structures from damage.

1.14 SECURITY

A. Security Program:

1. Protect Work on existing premises and Owner's operations from theft, vandalism, and unauthorized entry.

1.15 WATER CONTROL

A. Grade Site to drain. Maintain excavations free of water. Provide, operate, and maintain necessary pumping equipment.

B. Protect Site from puddles or running water.

1.16 DUST CONTROL

A. Execute Work by methods that minimize raising dust from construction operations.

B. Provide positive means to prevent airborne dust from dispersing into atmosphere and into Owner-occupied areas.

1.17 NOISE CONTROL

A. Provide methods, means, and facilities to minimize noise produced by construction operations.

1.18 POLLUTION CONTROL

A. Provide methods, means, and facilities to prevent contamination of soil, water, and atmosphere from discharge of noxious, toxic substances and pollutants produced by construction operations.

B. Comply with pollution and environmental control requirements of authorities having jurisdiction.

1.19 REMOVAL OF UTILITIES, FACILITIES, AND CONTROLS

A. Remove temporary utilities, equipment, facilities, and materials before Final Application for Payment inspection.

B. Remove underground installations to minimum depth of 2 feet. Grade Site as indicated on Drawings.

C. Clean and repair damage caused by installation or use of temporary Work.

D. Restore existing and permanent facilities used during construction to original condition. Restore permanent facilities used during construction to specified condition.

PART 2 - PRODUCTS - Not Used

PART 3 - EXECUTION - Not Used

END OF SECTION 015000

SECTION 015213 - FIELD OFFICES

PART 1 - GENERAL

1.1 FIELD OFFICE

Prior to beginning the work, the Contractor shall provide one or more field offices for use by the Contractor, their subcontractors, testing firms and City field representatives. The County's field office shall meet or exceed the requirements of ODOT Item No. 619-Field Office, Type C. The field offices shall include all the required utility services. The field office shall also contain a lockable waterproof container to contain the SWPPP and appurtenances which shall be identified "SWPPP."

The Contractor shall provide and maintain the offices on the site of the work during the construction period of the contract, at which they or their authorized agent shall be present at all times while the work is in progress. Upon project completion, the Contractor shall demobilize the office and utility services.

The field office locations shall be approved by the County. These requirements shall be incidental to the contract.

1.2 AID TO THE INJURED

The Contractor shall keep in his office and on the work site, all articles necessary for giving "First Aid to the Injured." They shall also have standing arrangements for the immediate removal and hospital treatment of any employee or other person who may be injured on the work site.

END OF SECTION 015213

SECTION 015713 - TEMPORARY EROSION CONTROL

PART 1 - GENERAL

1.1 SECTION INCLUDES

A. Furnishing all labor, materials, tools, equipment and services for the temporary soil erosion and sediment control work as indicated.

B. Coordinating the temporary pollution and erosion control with work of all other trades.

C. Reducing to the greatest extent practicable the area and duration of exposure of readily erodible soils.

D. Protecting the soils by use of temporary vegetation or mulch or by accelerating the establishment of permanent vegetation.

E. Mechanically retarding the rate of runoff from the construction site and control disposal of runoff.

F. Traping all sediment resulting from construction in temporary or permanent debris basins.

G. Using temporary measures to keep erosion under control if construction is suspended for any appreciable length of time.

H. Providing protection against chemical, fuel, or lubricant spills, and sewage pollutants.

I. Protecting project and existing structures from surface water damage due to utility line excavations.

J. Controlling soil erosion and sedimentation by use of silt fences, dikes, ditches, slope protection, sediment pits, basins, dams, slope drains, coarse aggregate, mulches, sod, grasses, filter fabrics, and other erosion control devices or methods.

1.2 SUBMITTALS

A. Product Data

1. Filter fabric

B. Shop Drawings

C. Samples

D. Quality Control Submittals

1. Design Data
2. Test Reports
3. Certificates

a. Seed
b. Fertilizer
c. Limestone

4. Manufacturers Instructions

E. Contract Closeout Submittals

1. Project Record Documents

1.3 QUALITY ASSURANCE

A. Qualifications

B Regulatory Requirements

C. Certifications

D. Field Samples

E. Mock-ups

F. Pre-Installation Conference

1.4 DELIVERY, STORAGE, AND HANDLING

A. Packing and Shipping

1. Deliver grass seed, fertilizer and limestone in original containers labeled with content analysis.

B. Acceptance at Site

C. Storage and Protection

PART 2 - PRODUCTS

2.1 SEED

A. Provide fresh, clean, new crop seed complying with tolerance for purity and germination established by Official Seed Analysts of North America.

B. All areas of temporary seeding shall be seeded with grass as shown in the following table:

March 1 - August 15	Per 1000 Square Feet	Per Acre
Oats	3 lbs.	4 bu.
Perenial Ryegrass	1 lb.	40 lbs.
Tall Fescue	1 lb.	40 lbs.

August 16 - November 1*	Per 1000 Square Feet	Per Acre
Rye	3 lbs.	2 bu.
Wheat	3 lbs.	2 bu.
Perenial Ryegrass	1 lb.	40 lbs.
Tall Fescue	1 lb.	40 lbs.

* After November 1, use mulch only

2.2 ORGANIC MULCH

A. Select mulch material based on site requirements, availability of materials and availability of labor and equipment. The following are the minimum rates:

	Rates		
Mulch	Per Acre	Per 1000 ft^2	Notes
Straw (temporary only)	2 tons	90 lbs.	Free from weeds and coarse matter. Must be anchored. Spread with mulch blower or by hand.
Wood Chips (permanent or temporary)	400 $yds.^3$	9 - 10 $yds.^3$	Apply approx. 3" deep. Treat with 12 lbs. of nitrogen per ton. Do not use on firm turf areas. Apply with mulch blower, chip handler, or by hand.
Bark Chips or Shredded Bark (temporary mulch only)	70 $yds.^3$	1½ - 2 $yds.^3$	Do not use in fine turf areas. Apply about ½" thick. Apply with a mulch blower or by hand.

2.3 FERTILIZER

A. All fertilizer shall be manufactured from cured stock and organic sources. Chemical elements shall be accurately proportioned, uniformly mixed, and delivered to the site in factory-sealed containers fully labeled, bearing the name or trademark and warranty of the manufacturer. Commercial fertilizer for lawn

sodding shall be dry or liquid compounds of 12-12- 12 analysis, meeting applicable requirements of State and Federal laws.

2.4 LIMESTONE

A. All limestone shall be ground agricultural grade dolomitic limestone containing at least 10 percent magnesium oxide with a minimum total neutralizing power of 90, with at least 40 percent passing a No. 100 sieve and at least 95 percent passing a No. 8 sieve.

2.5 WATER

A. All irrigation water shall be clean and free from injurious amounts of oil, acid, alkali, or other deleterious substances.

2.6 INLET FILTERS

A. Temporary inlet filters and silt fences shall be adequately supported as detailed on the drawings.

2.7 FILTER FABRIC

A. Synthetic filter fabric shall be a pervious sheet of propylene, nylon, polyester or ethylene yarn and shall be certified by the manufacturer or supplier as conforming to the following requirements:

Physical Property	Requirements
Filtering Efficiency	75% (min.)
Tensile Strength at 20% (max.) Elongation *	Extra Strength - 50 lbs./lin. in. (min.)
	Standard Strength - 30 lbs./lin. in. (min.)
Flow Rate	0.3 gal./sq.ft./min. (min.)

*Requirements reduced by 50 percent after 6 months of installation.

B. Synthetic filter fabric shall contain ultraviolet ray inhibitors and stabilizers to provide a minimum of 6 months of expected usable construction life at a temperature range of 0° F to 120° F.

2.8 BURLAP

A. Burlap shall be 10 ounce per square yard fabric.

2.9 FILTER SUPPORTS AND REINFORCING

A. Posts for silt fences shall be either 4" diameter wood or 1.33 pounds per linear foot steel with a minimum length of 5 feet. Steel posts shall have projections for fastening wire to them.

B. Stakes for filter barriers shall be 1" x 2" wood (preferred) or equivalent metal with a minimum length of 3 feet.

C. Wire fence reinforcement for silt fences using standard strength filter cloth shall be a minimum of 42 inches in height, a minimum of 14 gauge and shall have a maximum mesh spacing of 6 inches.

PART 3 - EXECUTION

3.1 CONSTRUCTION REQUIREMENTS

A. The Contractor shall limit the surface area of erodible earth material exposed by clearing and grubbing; the surface area of erodible earth material exposed by excavation; borrow; and fill operations; and provide immediate permanent or temporary control measures to prevent contamination of adjacent streams or other areas of water impoundment. Such work will involve the construction of temporary ditch checks, filters, benches, dikes, slope drains, and use of temporary mulches, mats, seeding or other control devices or methods necessary to control erosion and sedimentation.

B. The Contractor shall incorporate all permanent erosion control features into the Work at the earliest practicable time. Except where future construction operations will damage slopes, the Contractor shall perform the permanent seeding and mulching and other specified slope protection work in stages, as soon as substantial areas of exposed slopes can be made available. This will require the establishing of final grades as shown on the Drawings and application of agricultural limestone, commercial fertilizer, seeding and mulching or sodding . When directed by the Engineer, temporary fertilizer, seeding and mulching materials shall be used. In general, the Contractor shall temporarily seed all disturbed areas within seven (7) days if they are to remain dormant for more than forty- five (45) days. Permanent soil stabilization shall be applied to disturbed areas within seven (7) days after final grade is reached on any portion of the site.. Temporary control measures will be used when and as directed by the Engineer to correct conditions that develop during construction that were not foreseen during the design stage; that are needed prior to installation of permanent control features; or that are needed temporarily to control erosion that develops during normal construction practices, but are not associated with permanent control features on the project.

C. Where erosion is likely to be a problem, clearing and grubbing operations should be so scheduled and performed that grading operations and permanent erosion control features can follow immediately thereafter if the project conditions permit;

otherwise temporary erosion control measures will be required between successive construction stages.

D. The Engineer will limit the area of excavation, borrow and embankment operations in progress commensurate with the Contractor's capability and progress in keeping the finished grading, mulching, seeding, and other such permanent control measures current in accordance with the accepted schedule. Mulching, seeding, and other such permanent control measures shall be applied after completion of a vertical eight (8) feet of embankment or cut, unless otherwise directed by the Engineer. Should seasonal limitations or embankment make such coordination unrealistic, temporary erosion control measures shall be taken immediately.

E. The Engineer may increase or decrease the allowable amount of surface area or erodible earth material to be exposed at one time by clearing and grubbing, excavation, borrow and fill operations as determined by his analysis of project conditions. Factors such as soil erodibility, slope, cut or fill height, exposed area contributing to a watercourse and weather will be considered in this determination.

F. In the event of conflict between these requirements and pollution control laws, rules, or regulations or other Federal, State or local agencies, the more restrictive laws, rules or regulations shall apply.

G. Temporary seeding areas shall be fertilized at a rate of 12-15 pounds per 1000 square feet of 10-10-10 or 12-12-12 analysis or equal.

H. When directed by the Engineer, the seed bed shall be thoroughly watered to maintain adequate moisture in the upper four (4) inches of soil, necessary to promote proper root growth.

I. When directed by the Engineer, temporary seeded areas shall be mowed when grass exceeds four (4) inches in height.

J. Temporary erosion control features shall be acceptably maintained and shall subsequently be removed or replaced when directed by the Engineer.

K. Removed materials shall become the property of the Contractor and shall be disposed of off the site at the Contractor's expense.

3.2 PERFORMANCE

A. If, in the opinion of the Engineer and Owner, proper control of soil erosion and sedimentation is not being provided by the Contractor, the Owner may take all necessary steps to provide corrective measures and the cost of such services will be deducted from any money which may be due or become due the Contractor.

B. Control work performed for protection of construction areas outside the construction site, such as borrow and waste areas, haul roads, equipment and material storage sites, and temporary plant sites shall be considered as a subsidiary

obligation of the Contractor, with all necessary control costs included in the contract price.

C. In the event that temporary erosion and sediment control measures are required due to the Contractor's negligence, carelessness, or failure to install permanent controls as a part of the work as scheduled, and are ordered by the Engineer, such temporary work shall be performed by the Contractor at his expense.

3.3 SILT FENCE

A. The height of a silt fence shall not exceed 36 inches (higher fences may impound volumes of water sufficient to cause failure of the structure).

B. The filter fabric shall be purchased in a continuous roll cut to the length of the barrier to avoid the use of joints. When joints are necessary, filter cloth shall be spliced together only at a support post, with a minimum six (6) inches overlap and securely sealed.

C. Posts shall be spaced a maximum of ten (10) feet apart at the barrier location and driven securely into the ground (minimum of 12 inches). When extra strength fabric is used without the wire support fence, post spacing shall not exceed six (6) feet.

D. A trench shall be excavated approximately four (4) inches wide and four (4) inches deep along the line of posts and upslope from the barrier.

E. When standard strength filter fabric is used, a wire mesh support fence shall be fastened securely to the upslope side of the posts using heavy duty wire staples at least one (1) inch long, tie wires or hog rings. The wire shall extend into the trench a minimum of two (2) inches and shall not extend more than 36 inches above the original ground surface.

F. The standard strength filter fabric shall be stapled or wired to the fence, and eight (8) inches of the fabric shall be extended into the trench. The fabric shall not extend more than 36 inches above the original ground surface. Filter fabric shall not be stapled to existing trees.

G. When extra strength filter fabric and closer post spacing are used, the wire mesh support fence may be eliminated. In such a case, the filter fabric is stapled or wired directly to the posts with all other provisions of Subparagraph F above applying.

H. The trench shall be backfilled and soil compacted over the filter fabric.

I. Silt fences shall be removed when they have served their purpose, but not before the upslope area has been permanently stabilized.

J. Silt fences and filter barriers shall be inspected immediately after each rainfall and at least daily during prolonged rainfall. Any required repairs shall be made immediately.

K. Should the fabric on a silt fence or filter barrier decompose or become ineffective prior to the end of the expected usable life and the barrier is still necessary, the fabric shall be replaced promptly.

L. Sediment deposits should be removed after each storm event. They must be removed when deposits reach approximately one-half the height of the barrier.

M. Any sediment deposits remaining in place after the silt fence or filter barrier is no longer required shall be dressed to conform with the existing grade, prepared and seeded.

END OF SECTION 015713

SECTION 016000 - PRODUCT REQUIREMENTS

PART 1 - GENERAL

1.1 SECTION INCLUDES

A. Products.

B. Product delivery requirements.

C. Product storage and handling requirements.

D. Product options.

1.2 PRODUCTS

A. At minimum, comply with specified requirements and reference standards.

B. Specified products define standard of quality, type, function, dimension, appearance, and performance required.

C. Furnish products of qualified manufacturers that are suitable for intended use. Furnish products of each type by single manufacturer unless specified otherwise. Confirm that manufacturer's production capacity can provide sufficient product, on time, to meet Project requirements.

D. Do not use materials and equipment removed from existing premises except as specifically permitted by Contract Documents.

E. Furnish interchangeable components from same manufacturer for components being replaced.

1.3 PRODUCT DELIVERY REQUIREMENTS

A. Transport and handle products according to manufacturer's instructions.

B. Promptly inspect shipments to ensure products comply with requirements, quantities are correct, and products are undamaged.

C. Provide equipment and personnel to handle products; use methods to prevent soiling, disfigurement, or damage.

1.4 PRODUCT STORAGE AND HANDLING REQUIREMENTS

A. Store and protect products according to manufacturer's instructions.

B. Store products with seals and labels intact and legible.

C. Store sensitive products in weathertight, climate-controlled enclosures in an environment suitable to product.

D. For exterior storage of fabricated products, place products on sloped supports above ground.

E. Provide off-Site storage and protection when Site does not permit on-Site storage or protection.

F. Cover products subject to deterioration with impervious sheet covering. Provide ventilation to prevent condensation and degradation of products.

G. Store loose granular materials on solid flat surfaces in well-drained area. Prevent mixing with foreign matter.

H. Provide equipment and personnel to store products; use methods to prevent soiling, disfigurement, or damage.

I. Arrange storage of products to permit access for inspection. Periodically inspect to verify products are undamaged and are maintained in acceptable condition.

1.5 PRODUCT OPTIONS

A. Products Specified by Reference Standards or by Description Only: Products complying with specified reference standards or description.

B. Products Specified by Naming One or More Manufacturers: Products of one of manufacturers named and complying with Specifications; no options or substitutions allowed.

C. Products Specified by Naming One or More Manufacturers with Provision for Substitutions: Submit Request for Substitution for any manufacturer not named, according to Section 012500 - Substitution Procedures.

PART 2 - PRODUCTS – Not Used

PART 3 - EXECUTION - Not Used

END OF SECTION 016000

SECTION 017000 - EXECUTION AND CLOSEOUT REQUIREMENTS

PART 1 - GENERAL

1.1 SECTION INCLUDES

A. Examination.

B. Preparation.

C. Field engineering.

D. Execution.

E. Cutting and patching.

F. Protecting installed construction.

G. Starting of systems.

H. Demonstration and instruction.

I. Closeout procedures.

J. Project record documents.

K. Manual for materials and finishes.

L. Manual for equipment and systems.

M. Spare parts and maintenance products.

N. Product warranties and product bonds.

O. Final cleaning.

1.2 EXAMINATION

A. Verify that existing Site conditions and substrate surfaces are acceptable for subsequent Work. Beginning new Work means acceptance of existing conditions.

B. Verify that existing substrate is capable of structural support or attachment of new Work being applied or attached.

C. Examine and verify specific conditions described in individual Specification Sections.

D. Verify that utility services are available with correct characteristics and in correct locations.

1.3 PREPARATION

A. Clean substrate surfaces prior to applying next material or substance according to manufacturer's instructions.

B. Seal cracks or openings of substrate prior to applying next material or substance.

C. Apply manufacturer-required or -recommended substrate primer, sealer, or conditioner prior to applying new material or substance in contact or bond.

1.4 FIELD ENGINEERING

A. Employ land surveyor registered in State of Ohio.

B. Locate and protect survey controls and reference points. Promptly notify Engineer of discrepancies discovered.

C. Control datum for survey is indicated on Drawings.

D. Prior to beginning Work, verify and establish floor elevations of existing facilities to ensure that new Work will meet existing elevations in smooth and level alignment except where specifically detailed or indicated otherwise.

E. Verify setbacks and easements; confirm Drawing dimensions and elevations.

F. Provide field engineering services. Establish elevations, lines, and levels using recognized engineering survey practices.

G. Submit copy of Site drawing and certificate signed by land surveyor certifying elevations and locations of the Work are in conformance with Contract Documents.

H. Maintain complete and accurate log of control and survey Work as Work progresses.

I. On completion of foundation walls and major Site improvements, prepare certified survey illustrating dimensions, locations, angles, and elevations of construction and Site Work.

J. Protect survey control points prior to starting Site Work; preserve permanent reference points during construction.

K. Promptly report to Engineer loss or destruction of reference point or relocation required because of changes in grades or other reasons.

L. Replace dislocated survey control points based on original survey control. Make no changes without prior written notice to /Engineer.

M. Final Property Survey: Prior to Substantial Completion, prepare final property survey illustrating locations, dimensions, angles, and elevations of buildings and Site Work that have resulted from construction indicating their relationship to permanent bench marks and property lines.

1. Show significant features (real property) for Project.
2. Include certification on survey, signed by surveyor, that principal metes, bounds, lines, levels, and elevations of Project are accurately shown.

1.5 EXECUTION

A. Comply with manufacturer's installation instructions, performing each step in sequence. Maintain one set of manufacturer's installation instructions at Project Site during installation and until completion of construction.

B. When manufacturer's installation instructions conflict with Contract Documents, request clarification from Engineer before proceeding.

C. Verify that field measurements are as indicated on approved Shop Drawings or as instructed by manufacturer.

D. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion, or disfigurement.

1. Secure Work true to line and level and within specified tolerances, or if not specified, industry-recognized tolerances.
2. Physically separate products in place and provide electrical insulation or protective coatings to prevent galvanic action or corrosion between dissimilar metals.
3. Exposed Joints: Provide uniform joint width and arrange to obtain best visual effect. Refer questionable visual effect choices to Engineer for final decision.

E. Allow for expansion of materials and building movement.

F. Climatic Conditions and Project Status: Install each unit of Work under conditions to ensure best possible results in coordination with entire Project.

1. Isolate each unit of Work from incompatible Work as necessary to prevent deterioration.
2. Coordinate enclosure of Work with required inspections and tests to minimize necessity of uncovering Work for those purposes.

G. Mounting Heights: Where not indicated, mount individual units of Work at industry-recognized standard mounting heights for particular application indicated.

1. Refer questionable mounting height choices to Engineer for final decision.
2. Elements Identified as Handicap Accessible: Comply with applicable codes and regulations.

H. Adjust operating products and equipment to ensure smooth and unhindered operation.

I. Clean and perform maintenance on installed Work as frequently as necessary through remainder of construction period. Lubricate operable components as recommended by manufacturer.

1.6 CUTTING AND PATCHING

A. Employ skilled and experienced Installers to perform cutting and patching.

B. Submit written request in advance of cutting or altering elements affecting the following:

1. Structural integrity of element.
2. Integrity of weather-exposed or moisture-resistant elements.
3. Efficiency, maintenance, or safety of element.
4. Visual qualities of sight-exposed elements.
5. Work of Owner or separate Contractor.

C. Execute cutting, fitting, and patching, including excavation and fill, to complete Work and to accomplish the following:

1. Fit the several parts together, to integrate with other Work.
2. Uncover Work to install or correct ill-timed Work.
3. Remove and replace defective and nonconforming Work.
4. Remove samples of installed Work for testing.
5. Provide openings in elements of Work for penetrations of mechanical and electrical Work.

D. Execute Work by methods to avoid damage to other Work and to provide proper surfaces to receive patching and finishing.

E. Cut masonry and concrete materials using masonry saw or core drill.

F. Restore Work with new products according to requirements of Contract Documents.

G. Fit Work tight to pipes, sleeves, ducts, conduits, and other penetrations through surfaces.

H. Maintain integrity of wall, ceiling, or floor construction; completely seal voids.

I. Refinish surfaces to match adjacent finishes. For continuous surfaces, refinish to nearest intersection; for assembly, refinish entire unit.

J. Identify the hazardous substances or conditions exposed during the Work to Engineer for decision or remedy.

1.7 PROTECTING INSTALLED CONSTRUCTION

A. Protect installed Work and provide special protection where specified in individual Specification Sections.

B. Provide temporary and removable protection for installed products. Control activity in immediate Work area to prevent damage.

C. Provide protective coverings at walls, projections, jambs, sills, and soffits of openings.

D. Use durable sheet materials to protect finished floors, stairs, and other surfaces from traffic, dirt, wear, damage, or movement of heavy objects.

E. Prohibit traffic or storage upon waterproofed or roofed surfaces. When traffic or activity is necessary, obtain recommendations for protection from waterproofing or roofing material manufacturer.

F. Prohibit traffic from landscaped areas.

1.8 STARTING OF SYSTEMS

A. Coordinate schedule for startup of various equipment and systems.

B. Notify Engineer and Owner seven days prior to startup of each item.

C. Verify that each piece of equipment or system has been checked for proper lubrication, drive rotation, belt tension, control sequence, and for conditions that may cause damage.

D. Verify that tests, meter readings, and electrical characteristics agree with those required by equipment or system manufacturer.

E. Verify that wiring and support components for equipment are complete and tested.

F. Execute startup under supervision of manufacturer's representative or Contractors' personnel according to manufacturer's instructions.

G. When specified in individual Specification Sections, require manufacturer to provide authorized representative who will be present at Site to inspect, check, and approve equipment or system installation prior to startup and will supervise placing equipment or system in operation.

H. Submit a written report in accordance with Section 013300 - Submittal Procedures stating that equipment or system has been properly installed and is functioning correctly.

1.9 DEMONSTRATION AND INSTRUCTION

A. Operational demonstration required described in Section 017901 – Operational Demonstration.

1.10 CLOSEOUT PROCEDURES

A. Prerequisites to Substantial Completion: Complete following items before requesting Certification of Substantial Completion, either for entire Work or for portions of Work:

1. Submit maintenance manuals, Project record documents, digital images of construction photographs, video recordings, and other similar final record data in compliance with this Section.
2. Complete facility startup, testing, adjusting, balancing of systems and equipment, demonstrations, and instructions to Owner's operating and maintenance personnel as specified in compliance with this Section.
3. Conduct inspection to establish basis for request that Work is substantially complete. Create comprehensive list (initial punch list) indicating items to be completed or corrected, value of incomplete or nonconforming Work, reason for being incomplete, and date of anticipated completion for each item. Include copy of list with request for Certificate of Substantial Completion.
4. Obtain and submit releases enabling Owner's full, unrestricted use of Project and access to services and utilities. Include certificate of occupancy, operating certificates, and similar releases from authorities having jurisdiction and utility companies.
5. Deliver tools, spare parts, extra stocks of material, and similar physical items to Owner.
6. Discontinue or change over and remove temporary facilities and services from Project Site, along with construction tools, mockups, and similar elements.
7. Perform final cleaning according to this Section.

B. Substantial Completion Inspection:

1. When Contractor considers Work to be substantially complete, submit to Engineer.

    a. Written certificate that Work, or designated portion, is substantially complete.
    b. List of items to be completed or corrected (initial punch list).

2. Within seven days after receipt of request for Substantial Completion, Engineer will make inspection to determine whether Work or designated portion is substantially complete.
3. Should Engineer determine that Work is not substantially complete:

    a. Engineer will promptly notify Contractor in writing, stating reasons for its opinion.

b. Contractor shall remedy deficiencies in Work and send second written request for Substantial Completion to Engineer.
c. Engineer will reinspect Work.
d. Redo and Inspection of Deficient Work: Repeated until Work passes Engineer's inspection.

4. When Engineer finds that Work is substantially complete, Engineer will:

a. Prepare Certificate of Substantial Completion on EJCDC C-625 - Certificate of Substantial Completion, accompanied by Contractor's list of items to be completed or corrected as verified and amended by Engineer and Owner (final punch list).
b. Submit Certificate to Owner and Contractor for their written acceptance of responsibilities assigned to them in Certificate.

5. After Work is substantially complete, Contractor shall:

a. Allow Owner occupancy of Project under provisions stated in Certificate of Substantial Completion.
b. Complete Work listed for completion or correction within time period stipulated.

6. Owner will occupy all of WWTP site as specified in Section 011000 - Summary.

C. Prerequisites for Final Completion: Complete following items before requesting final acceptance and final payment.

1. When Contractor considers Work to be complete, submit written certification that:

a. Contract Documents have been reviewed.
b. Work has been examined for compliance with Contract Documents.
c. Work has been completed according to Contract Documents.
d. Work is completed and ready for final inspection.

2. Submittals: Submit following:

a. Final punch list indicating all items have been completed or corrected.
b. Final payment request with final releases and supporting documentation not previously submitted and accepted. Include certificates of insurance for products and completed operations where required.
c. Specified warranties, workmanship/maintenance bonds, maintenance agreements, and other similar documents.
d. Accounting statement for final changes to Contract Sum.
e. Contractor's affidavit of payment of debts and claims.
f. Consent of surety to final payment.
g. DBE Subcontractor Participation Forms SR-EPA.7-8 (Applicable for WPCLF & WSRLA funded projects only).

3. Perform final cleaning for Contractor-soiled areas according to this Section.

D. Final Completion Inspection:

1. Within seven days after receipt of request for final inspection, Engineer will make inspection to determine whether Work or designated portion is complete.
2. Should Engineer consider Work to be incomplete or defective:

a. Engineer will promptly notify Contractor in writing, listing incomplete or defective Work.
b. Contractor shall remedy stated deficiencies and send second written request to Engineer that Work is complete.
c. Engineer will reinspect Work.
d. Redo and Inspection of Deficient Work: Repeated until Work passes Engineer's inspection.

1.11 PROJECT RECORD DOCUMENTS

A. Maintain on Site one set of the following record documents; record actual revisions to the Work:

1. Drawings.
2. Specifications.
3. Addenda.
4. Change Orders and other modifications to the Contract.
5. Reviewed Shop Drawings, product data, and Samples.
6. Manufacturer's instruction for assembly, installation, and adjusting.

B. Ensure entries are complete and accurate, enabling future reference by Owner.

C. Store record documents separate from documents used for construction.

D. Record information concurrent with construction progress, not less than weekly.

E. Specifications: Legibly mark and record, at each product Section, description of actual products installed, including the following:

1. Manufacturer's name and product model and number.
2. Product substitutions or alternates used.
3. Changes made by Addenda, bulletin, Change Order, and modifications.

F. Record Drawings and Shop Drawings: Legibly mark each item to record actual construction as follows:

1. Include Contract modifications such as Addenda, supplementary instructions, change directives, field orders, minor changes in the Work, and change orders.
2. Include locations of concealed elements of the Work.

3. Identify depth of buried utility lines and provide dimensions showing distances from permanent facility components that are parallel to utilities.
4. Dimension ends, corners, and junctions of buried utilities to permanent facility components using triangulation.
5. Identify and locate existing buried or concealed items encountered during Project.
6. Measured depths of foundations in relation to finish floor datum.
7. Measured horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements.
8. Measured locations of internal utilities and appurtenances concealed in construction, referenced to visible and accessible features of the Work.
9. Field changes of dimension and detail.
10. Details not on original Drawings.

G. Submit marked-up paper copy documents to Engineer with claim for final Application for Payment.

H. Submit PDF electronic files of marked-up documents to Engineer with claim for final Application for Payment.

1.12 MANUAL FOR MATERIALS AND FINISHES

A. Submit two copies of preliminary draft or proposed formats and outlines of contents before start of Work. Engineer will review draft and return one copy with comments.

B. For equipment or component parts of equipment put into service during construction and operated by Owner, submit documents within ten days after acceptance.

C. Submit one copy of completed volumes 15 days prior to final inspection. Completed volumes, with Engineer comments, will be returned after final inspection. Revise content of document sets as required prior to final submission.

D. Submit two sets of revised final volumes within 10 days after final inspection.

E. Submit in PDF composite electronic indexed file of final volumes within 10 days after final inspection.

F. Building Products, Applied Materials, and Finishes: Include product data, with catalog number, size, composition, and color and texture designations. Include information for re-ordering custom-manufactured products.

G. Instructions for Care and Maintenance: Include manufacturer's recommendations for cleaning agents and methods, precautions against detrimental agents and methods, and recommended schedule for cleaning and maintenance.

H. Moisture Protection and Weather Exposed Products: Include product data listing applicable reference standards, chemical composition, and details of installation. Include recommendations for inspections, maintenance, and repair.

I. Additional Requirements: As specified in individual product Specification Sections.

J. Include listing in table of contents for design data, with tabbed fly sheet and space for insertion of data.

1.13 MANUAL FOR EQUIPMENT AND SYSTEMS

A. Submit two copies of preliminary draft or proposed formats and outlines of contents before start of Work. Engineer will review draft and return one copy with comments.

B. For equipment, or component parts of equipment put into service during construction and operated by Owner, submit documents within ten days after acceptance.

C. Submit one copy of completed volumes 15 days prior to final inspection. Completed volumes, with Engineer comments, will be returned after final inspection. Revise content of document sets as required prior to final submission.

D. Submit two sets of revised final volumes within ten days after final inspection.

E. Submit in PDF composite electronic indexed file of final volumes within ten after final inspection.

F. Equipment and Systems: Include description of unit or system and component parts. Identify function, normal operating characteristics, and limiting conditions. Include performance curves, with engineering data and tests, and complete nomenclature and model number of replaceable parts.

G. Panelboard Circuit Directories: Provide electrical service characteristics, controls, and communications.

H. Include color-coded wiring diagrams as installed.

I. Operating Procedures: Include startup, break-in, and routine normal operating instructions and sequences. Include regulation, control, stopping, shutdown, and emergency instructions. Include summer, winter, and special operating instructions.

J. Maintenance Requirements: Include routine procedures and guide for preventative maintenance and troubleshooting; disassembly, repair, and reassembly instructions; and alignment, adjusting, balancing, and checking instructions.

K. Include servicing and lubrication schedule and list of lubricants required.

L. Include manufacturer's printed operation and maintenance instructions.

M. Include sequence of operation by controls manufacturer.

N. Include original manufacturer's parts list, illustrations, assembly drawings, and diagrams required for maintenance.

O. Include control diagrams by controls manufacturer as installed.

P. Include Contractor's coordination drawings indicating installed color-coded piping diagrams.

Q. Include charts of valve tag numbers, with location and function of each valve, keyed to flow and control diagrams.

R. Include list of original manufacturer's spare parts, current prices, and recommended quantities to be maintained in storage.

S. Include test and balancing reports as specified in Section 014000 - Quality Requirements.

T. Additional Requirements: As specified in individual product Specification Sections.

U. Include listing in table of contents for design data with tabbed dividers and space for insertion of data.

1.14 SPARE PARTS AND MAINTENANCE PRODUCTS

A. Furnish spare parts, maintenance, and extra products in quantities specified in individual Specification Sections.

B. Deliver to Project Site and place in location as directed by Owner; obtain receipt prior to final payment.

1.15 PRODUCT WARRANTIES AND PRODUCT BONDS

A. Obtain warranties and bonds executed in duplicate by responsible Subcontractors, suppliers, and manufacturers within ten days after completion of applicable item of Work.

B. Execute and assemble transferable warranty documents and bonds from Subcontractors, suppliers, and manufacturers.

C. Verify documents are in proper form, contain full information, and are notarized.

D. Co-execute submittals when required.

E. Include table of contents and assemble in three D side ring binder.

F. Submit prior to final Application for Payment.

G. Time of Submittals:

1. For equipment or component parts of equipment put into service during construction with Owner's permission, submit documents within ten days after acceptance.
2. Make other submittals within ten days after date of Substantial Completion, prior to final Application for Payment.
3. For items of Work for which acceptance is delayed beyond Substantial Completion, submit within ten days after acceptance, listing date of acceptance as beginning of warranty or bond period.

1.16 FINAL CLEANING

A. Execute final cleaning prior to final Project assessment.

1. Employ experienced personnel or professional cleaning firm.

B. Clean interior and exterior glass and surfaces exposed to view; remove temporary labels, stains, and foreign substances; polish transparent and glossy surfaces.

C. Clean equipment and fixtures to sanitary condition with appropriate cleaning materials.

D. Clean debris from roofs, gutters, downspouts, and drainage systems.

E. Clean Site; sweep paved areas, rake clean landscaped surfaces.

F. Remove waste and surplus materials, rubbish, and construction facilities from Site.

PART 2 - PRODUCTS - Not Used

PART 3 - EXECUTION - Not Used

END OF SECTION 017000

SECTION 017800 - FINAL COMPLIANCE AND SUBMITTALS

PART 1 - GENERAL

1.1 The following forms and related sign-offs shall be documented in accordance with provisions of the contract. These forms shall be completed by the Contractor and approved by the Owner before final retainer is approved for release. Forms for Items A to E will be attached to the Contractor's executed copy of the contract.

A. Certificate of Substantial Completion (To be submitted at time of Substantial Completion).

B. Contractor's Certification of Completion.

C. Contractor's Affidavit of Prevailing Wage.

D. Consent of Surety Company for Final Payment.

E. Affidavit of Final Acceptance Date and Correction Period.

F. Before the OWNER will approve and accept the work and release the retainer, the CONTRACTOR will furnish the OWNER a written report indicating the resolution of any and all property damage claims filed with the CONTRACTOR by any party during the construction period. The information to be supplied shall include, but not be limited to, name of claimant, date filed with CONTRACTOR, name of insurance company and/or adjuster handling claim, how claim was resolved and if claim was not resolved for the full amount, a statement indicating the reason for such action.

G. DBE Subcontractor Participation Forms SR-EPA.7-8 (Applicable for WPCLF & WSRLA funded projects only).

END OF SECTION 017800

SECTION 017839 - PROJECT RECORDS, DRAWINGS

PART 1 - GENERAL

1.1 RECORD DRAWINGS

A. The Contractor shall furnish an authentic set of marked-up drawings showing the installation insofar as the installation shall have differed from the Engineer's drawings. The drawings shall be delivered to the Engineer for making revisions to the original drawings immediately after final acceptance by the Owner.

B. The Contractor shall furnish dimensioned drawings indicating locations of all underground mechanical and electrical facilities.

END OF SECTION 017839

SECTION 017900.01 – OPERATIONAL DEMONSTRATION

PART 1 - GENERAL

1.1 GENERAL DESCRIPTION

A. Work Included:

A demonstration of the operation of all systems is required. This Operational Demonstration shall be conducted, coordinated and recorded by the Contractor in accordance with the requirements specified herein.

1.2 SUMMARY

A. Section Includes:

1. Requirements for the conduct and reporting of the Operational Demonstration. This work is additional to any other installation, shop and factory testing, field testing, performance testing, balancing, or adjustments required elsewhere in the Contract Documents.

1.3 DEFINITIONS

A. Operational Demonstration Log: A chronological record of the status of the system and equipment during the Operational Demonstration. All changes in status or system parameters, adjustments, and results of tests shall be included. Entries shall be made, noting the date and time, at the occurrence of each event. Operational Demonstration Logs shall be on a form acceptable to the Owner.

1.4 SUBMITTALS

A. Quality Control Submittals:

1. Test Reports:

a. Operational Demonstration log per subparagraph 3.4.A of this Section.
b. Report of Operational Demonstration per subparagraph 3.4.B.2 of this Section.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION

3.1 EXAMINATION AND VERIFICATION OF CONDITION

A. Before beginning the Operational Demonstration, the Contractor shall verify that:

1. All required construction activities are completed, including any activities by any entity that would interrupt the normal operations of the system. Coordinate with the Owner to resolve such conflicts.
2. Adequate parts and supplies for routine maintenance and replacement are on hand to support system operation through the demonstration period.
3. Start-up of equipment and systems per Section 017000 has been completed.
4. All Repair Parts and Maintenance Materials have been delivered to the Owner.
5. Certain Instruction of Operating Personnel (training) has been scheduled to take place during the Operational Demonstration where specified. All other training will occur within 45 days prior to initiation of Operational Demonstration. The training of Operations Personnel shall be scheduled to take place during the first half of the demonstration period, and the remaining training of Electrical, Instrumentation and Maintenance Personnel shall be scheduled to be complete before the end of the Operational Demonstration.
6. The field verification of the Initial Maintenance and Operating Inspections has been completed in accordance with the Specifications.

3.2 PREPARATION

A. The Contractor shall provide two (2) representatives, a prime and an alternate, who will be responsible for the Operational Demonstration. These representatives will:

1. Demonstrate the operation of systems and equipment to the Owner's operating personnel.
2. Direct maintenance and repair work, by either the Contractor or the approved representative of the manufacturer of the system components and equipment.
3. Maintain a log of the Operational Demonstration, as described herein.
4. Be available at all times during the Operational Demonstration to perform these duties.

B. Submit start-up notification to the Owner per Section 017000.

3.3 OPERATIONAL DEMONSTRATION

A. The Contractor shall perform an Operational Demonstration of the work. Unless otherwise specified, the Operational Demonstration shall occur over a 30-day, (720 hours) period of time. During which the work is operated and maintained in an on-line status, fully functional process status.

B. The Operational Demonstration shall encompass the entire work, or the portion thereof designated for Substantial Completion.

C. Stabilizing, adjusting, or other start-up activity time shall not be counted as Operational Demonstration time.

D. During the Operational Demonstration period, the Contractor shall be available 24-hour per day, 7 days per week, in addition to the requirements of supervision as stated in the General Conditions. The Contractor shall provide labor and sufficient material to fully operate and maintain the work during the Operational Demonstration period.

E. During the Operational Demonstration period, the Contractor shall have a representative available 24-hours a day, seven days a week that is knowledgeable of the system and can troubleshoot issues that may arise during the 30-day period. If the issue cannot be resolved remotely, the representative shall be available to be onsite within 3 hours of the contact.

F. During the first half of the Operational Demonstration of the system and equipment, Owner personnel will observe the Contractor's personnel operating systems and equipment. The Contractor shall cooperate with this familiarization process.

G. After the first 15 days of Operational Demonstration of system and equipment, operation of equipment will be assumed by the Owner personnel, under the direction of the Contractor.

H. Start-up and operation of the system and all associated equipment shall be in accordance with the Initial Maintenance and Operating Instructions which have received an acceptable disposition from the Owner. If deviations from these instructions are necessary, these shall be noted in the Operational Demonstration Log, and subsequently submitted as revisions to the Maintenance and Operating Instructions. During the period of time between the completion of the Operational Demonstration and the Date of substantial Completion, the system and equipment will be operated and maintained under the requirements of the second half of the Operational Demonstration. The Owner will not assume full responsibility for maintenance of the system and equipment until all conditions for Substantial Completion have been satisfied and both the Contractor and Owner and accepted the Certificate of Substantial Completion.

I. All required maintenance and servicing prior to the Date of Substantial Completion shall be performed by the Contractor at the specified interval and as necessary. All maintenance and servicing shall be noted in the Operational Demonstration Log.

J. All outages of equipment, system(s), or the plant should be noted in the Operational Demonstration Log. Plant outages are considered a part of normal plant operation and will not invalidate the Operational Demonstration. The Contractor is responsible for the safe and orderly shutdown and restart of equipment as necessary in the event of an outage. Outage time is not to be included in the Operational Demonstration period.

K. The Contractor shall attend operational coordination meetings as called by the Owner to review operating conditions of equipment and systems.

L. If, during the Operational Demonstration, any part of the work fails to fully conform to the requirements of the Contract Documents, the Operational Demonstration shall be considered to have failed, and the work shall not be considered to be Substantially Complete as defined in the General Conditions and the Owner shall so notify the

Contractor in writing. If, during the Operation Demonstration, the provisions of the General Conditions are evoked to stop the work, the Operational Demonstration will also be considered to have failed.

M. Upon failure of the Operational Demonstration, the Contractor shall promptly remedy any defects in the work and shall promptly reschedule and re-start the complete 30 day, (720 hours) Operational Demonstration time period. No Operational Demonstration time will be considered to have accrued to any part of the work by reason of a failed Operational Demonstration.

N. During the Operational Demonstration, the Owner may require or permit the Operational Demonstration to be suspended:

1. As provided in the General Conditions.
2. Upon the written request of the Contractor to correct or adjust the work when in the judgment of the Owner such required correction or adjustment is insufficient to deem the Operational Demonstration to have failed.
3. If the Operational Demonstration is suspended for any reason except failure, Operational Demonstration time shall accrue to the work from the time of the beginning of the Operational Demonstration to the time of the suspension.

O. The operational demonstration of the first treatment train shall be completed prior to the demolition of the second treatment train.

3.4 REPORTING

A. Daily: Copy of the Operational demonstration Logs shall be submitted to the Owner by 9:00 a.m. the following day.

B. Within two (2) weeks of the termination or completion of the Operational Demonstration, the Contractor shall submit for approval:

1. Any changes to the Maintenance and Operating Instructions.
2. A report of the Operational Demonstration, describing the equipment utilized and any repairs, modifications, adjustments, or other work performed during the demonstration period.

C. In the event the conduct of the Operational Demonstration or the submittals are unacceptable to the Owner, the Contractor shall perform the additional work or demonstrations required per the General Conditions.

END OF SECTION 017901

SECTION 017900.02 - INSTRUCTION OF OWNER'S PERSONNEL

PART 1 - GENERAL

1.1 DESCRIPTION

A. General requirements for the conduct of training of permanent plant operating personnel on the care, maintenance and proper operation of the equipment. Specific requirements for training materials and for training are included in the individual Sections of the Contract Documents.

1.2 SUMMARY

A. Work Included:

Except as otherwise specifically provided in individual Sections of the Project Manual, work under this Section includes the preparation of the detailed lesson plans and the conduct of detailed training for permanent plant operating personnel. Training shall be conducted on all components of equipment, as specified in individual Sections of the Project Manual.

B. Training sessions and hours for all equipment specified as requiring training shall be per the manufacturer’s recommendations. However, in no case shall the number of sessions be less than two (2) to accommodate multiple shifts. Sessions shall cover maintenance, operations and electrical.

1.3 RELATED SECTIONS

A. Section 013323 - Shop Drawings, Product Data and Samples

1.4 DEFINITIONS

A. Lesson Plan:

A Lesson Plan is a submittal containing a statement of the instructional objectives of the training, a training outline, credentials of the instructor, audio/visual requirements, a listing of training materials to be used, and the desired schedule times and dates.

B. Training Aid:

A mock-up, model, sample, or other device used during a training class to help demonstrate the maintenance, operation, or control of equipment.

1.5 SUBMITTALS

A. Submittal of Instructor's credentials, Lesson Plans, instructional materials, training aids, and other training information shall be coordinated with the Training Schedule.

B. Enough copies of instructional materials used for training for everyone present shall be provided at the time of the first training session.

C. Provide two copies of all audio/visual aids utilized during training including films, slides, mock-ups, videotapes, DVDs or other training aids. All multimedia video shall be submitted in either Audio Video Interleave (AVI) format or Moving Pictures Expert Group (MPEG) format.

D. Submit the following:

1. Proposed training Schedule for the entire Contract showing tentative dates for each training session: include number, type and duration of each session. This schedule shall be submitted 120 days prior to the commencement of any individual training being performed.
2. The detailed credentials of the representative of the equipment manufacturer who is to be the course Instructor for each category and type of training. Include Instructor's name, education, knowledge of equipment, experience as a trainer and employment history with the manufacturer. Include specific details of Instructor's experience pertaining to the operation and maintenance of, the training for, the equipment or system specified. These credentials shall be submitted 60 days prior to the commencement of any training.
3. The Lesson Plan shall be submitted sixty (60) days prior to the commencement of any training and shall cover all components of equipment, regardless of source of supply or manufacturer, and shall include:

    a. A title page containing: Title of the Lesson Plan, product name and model of equipment; name of manufacturer, manufacturer address and phone number; name and phone number of manufacturer's contact; job location (Name of Facility); contract no.; specification number; Contractor name, address and phone number; subcontractor name, address, phone (if applicable); submittal number assigned by Contractor; and submittal date.
    b. A table of contents listing the headings: instructional objectives; training outline; credentials of Instructor(s); audio/visual requirements; training materials to be used.
    c. A detailed instructional objective statement on the goal(s) intended to have been achieved by the end of the training session.
    d. The credentials of Instructors are to include name; education; knowledge of equipment; experience of trainer; and employment history with manufacturer.
    e. The audio/visual requirements listing specific equipment that is to be

provided by the Contractor for training purposes.

f. A list of all training materials to be used. An initial Operations and Maintenance (O&M) Instruction Manual, which has received an acceptable disposition, for the equipment shall be required to be utilized by the Instructor in the training and therefore shall be included on this list.
g. A request of schedule dates and times for each training session.
h. A training outline indicating the category of training (maintenance and operation, electrical and instrumentation or system); description of the session; length, and type (classroom or field). The training shall include as a minimum:

    1) Electrical and Instrumentation Training: System Equipment) Overview:

        a) Describe system (equipment) fundamental operating principals and dynamics.
        b) Identify system's (equipment's) mechanical, electrical and electronic components and features. Review system (equipment) wiring diagrams and process and instrumentation diagrams.
        c) Identify support systems (equipment) associated with the operation (e.g., air intake filters, valve actuators, motors).
        d) Identify and describe safety precautions and potential hazards related to maintenance.
        e) Identify and describe in detail safety and control interlocks.
        f) Identify and describe alarm conditions and response to alarms.
        g) Cover the supply of power to process equipment and related appurtenances, lighting, etc.
        h) Cover low voltage controls, monitoring devices, etc.

    2) Electrical and Instrumentation Training Equipment Preventive Maintenance (PM):

        a) Describe PM inspection procedures required to perform an inspection of the equipment in operation, spot potential trouble symptoms and anticipate breakdowns and forecast maintenance requirements (predictive maintenance).
        b) Define the recommended PM intervals for each component.
        c) Provide lubricant and replacement part recommendations and limitations.
        d) Describe appropriate cleaning practices and recommend intervals.
        e) Identify and describe the use of special tools required for maintenance of the equipment.
        f) Describe component removal and installation, and disassembly and assembly procedures.
        g) Perform at least 2 "field" demonstrations of preventive maintenance procedures.
        h) Describe recommended measuring instruments and procedures, and provide instruction on interpreting alignment measurements,

as appropriate.

i) Define recommended torque settings, mounting, calibration and alignment procedures and settings, as appropriate.
j) Describe recommended procedures to check or test equipment following a corrective repair.

3) Electrical and Instrumentation Training Equipment Troubleshooting:

a) Define recommended systematic troubleshooting procedures.
b) Provide component specific troubleshooting checklists.
c) Describe applicable equipment testing and diagnostic procedures to facilitate troubleshooting.

4) Maintenance and Operation Training: System (Equipment) Overview:

a) Describe system (equipment) operating (process) function and performance objectives.
b) Describe system (equipment) fundamental operating principals and dynamics.
c) Identify system's (equipment's) mechanical, electrical and electronic components and features.
d) Identify support systems (equipment) associated with the operation (e.g., air intake filters, valve actuators, motors).
e) Identify and describe safety precautions and potential hazards related to operation.
f) For systems (equipment) comprised of several components: Identify and describe in detail each component's function. Where applicable, group related components into subsystems. Describe subsystem functions and their interaction with other subsystems.
g) Identify and describe in detail safety and control interlocks.

5) Operation and Maintenance Training, Operation of Equipment:

a) Describe operating principles and practices.
b) Describe routine operating, start-up and shutdown procedures.
c) Describe abnormal or emergency start- up, operating, and shutdown procedures that may apply.
d) Describe alarm conditions and responses to alarms.
e) Describe routine monitoring and record keeping procedures.
f) Describe recommended housekeeping procedures.

6) Operation and Maintenance Training, Troubleshooting:

a) Describe how to determine if either corrective maintenance or an operating parameter adjustment is required.

4. Once the Lesson Plan submittal has received an acceptable disposition but at

least 3 weeks prior to the actual commencement of the training, Contractor shall submit the detailed training material as a Power Point presentation in an electronic format (either DVD, CDR, or flash drive/micro storage) with appropriate labeling. In addition to the electronic format the Power Point material shall be provided in hardcopy for Owner review and approval. The number of copies shall be as defined in Section 013323, Shop Drawings, Product Data and Samples. The text and lettering on the presentation slides shall not be smaller than 12 font size and shall be black in color. Slides shall have an appropriate light colored background, resulting in a high contrast between the text and background.

5. Sample Evaluation Form: Submit with Lesson Plan a sample Evaluation Form. Form shall include area for comments and evaluation of Instructor, classroom training and field instruction. Form shall identify Contract name and number, Specification Section, Job location, date and time of training, title of training session, name of manufacturer, model number of equipment, Instructor name, and Contractor and Subcontractor's name.

PART 2 – PRODUCTS

2.1 QUALIFICATIONS OF INSTRUCTOR

A. The course Instructor shall be knowledgeable and experienced in the details of operation and maintenance of the equipment.

B. The Instructor must be knowledgeable of the equipment's application specific to this work.

C. The Owner will reject Instructors who are deemed not in compliance with the above stated minimum qualifications. The Contractor will submit for approval alternate Instructors for consideration. No additional cost will be allowed for replacement of Instructors who are unacceptable to the Owner.

PART 3 – EXECUTION

3.1 EXAMINATION AND VERIFICATION OF CONDITION

A. The training site for the classroom instruction will be provided by the Owner. The Owner will provide this location.

B. The Contractor shall coordinate and verify to ensure that, prior to the scheduled training time(s):

1. The equipment is ready for Operational Demonstration in accordance with Section 017901 - Operational Demonstration.
2. That all associated construction required to operate the equipment in all normal and anticipated operating modes is complete.

3. That the equipment area is well lit and unobstructed, so that all training class attendees may access, hear, and view the training.
4. That the equipment area is free of construction activities that could present a hazard to training class participants.
5. That adequate training materials, as required by paragraph 1.5 of this Section, are on hand for use during the training session.
6. Any representatives of interfacing Contractors or equipment suppliers needed to perform supporting operations allowing demonstration of equipment operation have been notified and will be available.

3.2 PREPARATION

A. Training classes shall be approved by the state-regulating agency for continuing education. This is in the event of the facility choosing to apply for CH/CEU credits for their training program.

B. Videotaping of all training will be conducted by the Contractor. Before the start of training the Contractor, and the Contractor will review the training site(s) to establish acceptable sight lines, lighting and locations for the participants.

C. Training classes shall be scheduled through the Owner. Training shall begin within 45 days to the beginning of the Operational Demonstration period. Certain training sessions will occur only during the Operational Demonstration period as specifically noted in the Contract Documents.

D. Training classes shall be conducted and separated for the following personnel:

1. Maintenance and Operation
2. Electrical and Instrumentation
3. Systems Training

E. Audio-visual equipment available at the Owner's training sites include:

1. Blackboards and/ or Whiteboards

F. Verify training materials are compatible with all equipment. The Contractor is responsible for providing other audio/visual equipment and training aids as needed.

G. Classroom and field instruction where specified shall be provided for each group. Field instruction will include attention to applied familiarization with the actual equipment. Training hours as required in the Contract Documents do not include travel, set-up or cleanup time by the Instructor.

H. Training may be either "field" or "classroom" as specified. If not specifically noted, provide field training. For field training, the Instructor will demonstrate all operations of the equipment and may be expected to show assembly and disassembly procedures, maintenance procedures, replacement procedures, and the like. Field training will generally occur at the installed location of the equipment or

material unless mock-ups are approved in the Lesson Plan and provided by the Contractor. Such mock-ups will become property of the Owner after the training sessions unless previously requested in the Lesson Plan.

I. Systems Training:

The Lesson will provide a detailed description of the system design, intended operation, and interactions of systems components. The Contractor's portion of Systems Training will provide additional detail descriptions of system's components and their interface with each other and other systems. Contractor's personnel for system training will be the same personnel who provided Operation and Maintenance training and Electrical and Instrumentation training.

J. Training shall be conducted to accommodate the Owner's shift schedules. Contractor shall coordinate with Owner prior to scheduling the training sessions. Contractor shall anticipate multiple shifts.

3.3 CONDUCT OF TRAINING

A. All topics of the approved Lesson Plan shall be discussed, in the classroom or the field, in complete and sufficient detail to allow plant operating personnel to knowledgeably operate and maintain the equipment in accordance with manufacturer's recommended procedures and safety considerations during all anticipated operational and maintenance situations.

B. Safety concerns and features intended to enhance safety should be specifically addressed.

C. Tasks required to maintain the warranty should be specifically addressed.

D. Frequent reference shall be made to the Operation and Maintenance instructions.

E. Address all questions and comments proposed by the training session participants as they are raised to the maximum extent practicable. If questions or comments cannot be addressed during the training session, additional materials and/or training may be required as determined by the Contractor.

F. If any training session exceeds three (3) hours in duration, provide a 1/2- hour break.

G. Ensure that all parts of the training session are legible or audible on the final tape. The Instructor must repeat all questions to insure that they are audible. Final acceptance of the training is contingent on the acceptability of the videotape.

H. The Contractor will be backcharged for cancelled training classes if the Owner is not notified at least 72 hours prior to scheduled training.

I. Training Sessions shall be attended not only by the Owner's Operating Personnel but also by members of the Contractor or any other entities designated by the

Owner.

3.4 EVALUATION

A. Immediately following training, the Instructor shall pass out an evaluation form to the Owner’s personnel. This form shall provide a means for the Owner's personnel to comment on the Instructor and the quality, completeness, and value of the session.

B. Evaluation Forms shall be collected, along with the Attendance Sheet at the end of each training session and the original documents shall be submitted to the Owner for use in determining if additional training is required by the Contractor. If additional training is required due to the material as outlined in the Lesson Plan not being covered correctly or in its entirety or the inability of the Instructor to answer questions pertaining to the operation and maintenance of the equipment, or if the training aids or equipment fail to operate as intended, the Contractor shall provide such additional training at no additional cost to the Owner.

END OF SECTION 017902

SECTION 024100 - DEMOLITION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division-1 Specification sections, apply to work of this section.

1.2 DESCRIPTION OF WORK

A. It is the intent of this section that the Contractor shall furnish all of the equipment, labor, and materials necessary to demolish various structures and to remove, disconnect and/or transport some miscellaneous equipment from the site of the existing structure; together with all associated appurtenances as noted on the Contract Drawings, listed in the specifications herein, or as directed by the Engineer.

1.3 JOB CONDITION

A. The Contractor shall exercise all necessary precaution to protect adjacent properties and roadways from falling debris, material, and sections during the demolition process. All necessary barricades to protect pedestrians and vehicular traffic will be installed.

1.4 SUBMITTALS

A. The Contractor shall submit to the Engineer prior to the start of any proposed demolition, a written description of the method proposed to abandon, dismantle, or remove any of the structures or equipment located at the site. Under no circumstances will blasting or the use of explosives be allowed.

1.5 SCHEDULE

A. Demolition shall be scheduled and performed in strict conformance with these specifications and in a manner which will insure no interruption of sewage pumping operations beyond that provided for and approved by the Owner and the Ohio EPA. The date and the time of commencing the separate items of demolition work shall be submitted to the Engineer for review, and no demolition work shall commence until the Engineer's approval of date and time for the specific operation is in the hands of the Contractor.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION

3.1 EXCAVATION, DEMOLITION & REMOVAL

A. The Contractor shall be responsible for the excavation, demolition, removal, and transportation from the site of the facility, to the satisfaction of the Engineer, including but not limited to the following:

1. All of the equipment and associated piping as noted on the Drawings.

3.2 OWNERSHIP & DISPOSAL OF MATERIALS

A. All materials, whether they may be salvageable or not, shall be promptly removed from the construction site as demolition progresses. Material not sold for scrap value shall be transported to an approved land fill site for proper disposal.

END OF SECTION 024100

SECTION 030000 - CONCRETE WORK

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division-1 Specification sections, apply to work of this section.

1. Section 013319 – Field Testing Requirements

1.2 SUMMARY

A. This Section specifies cast-in place concrete, including form work, reinforcing, mix design, placement procedures and finishes.

1. Extent of concrete work is shown on drawings.
2. Precast concrete is specified in other Division-3 sections.
3. Mechanical finishes and concrete floor toppings are specified in other Division-3 sections.

1.3 SUBMITTALS

A. Product Data: Submit data for proprietary materials and items, including reinforcement and forming accessories, admixtures, patching compounds, waterstops, joint systems, curing compounds, dry-shake finish materials, and others as requested by Engineer.

B. Shop Drawings; Reinforcement: Submit original shop drawings prepared for fabrication, bending, and placement of concrete reinforcement. Comply with ACI Detailing Manual showing bar schedules, stirrup spacing, diagrams of bent bars, arrangement of concrete reinforcement. Include special reinforcement required for openings through concrete structures.

C. Shop Drawings; Form work: Submit shop drawings prepared by a registered Professional Engineer for fabrication and erection of forms for specific finished concrete surfaces. Show form construction including jointing, special form joint or reveals, location and pattern of form tie placement, and other items which affect exposed concrete visually.

1. Engineer's review is for general architectural applications and features only. Design of form work for structural stability and efficiency is Contractor's responsibility.

D. Samples: Submit samples of materials as requested by Engineer, including names, sources, and descriptions.

E. Laboratory Test Reports: Submit laboratory test reports for concrete materials and mix design tests.

1. The proposed mix design submittal(s) shall follow the procedures of Chapter 5, Sections 5.2 to 5.3 of ACI-318.
2. Reference should be made to ACI-211.5R "Guide for Submittal of Concrete Proportions" for the required submittal information. Sample forms for presenting the necessary information can be found in the addendum at the end of this section. Example Form B should follow a completed Example A in the submittal when laboratory trial batches are used to document a water-cementious materials ratio curve.
3. Additional data summarizing the past performance records should be an integral part of the submittal if the submittal is based on past performance with the proposed materials and proportions.

F. Materials Certificates: Provide materials certificates in lieu of materials laboratory test reports when permitted by Engineer. Materials certificates shall be signed by manufacturer and Contractor, certifying that each material item complies with, or exceeds, specified requirements. Provide certification from admixture manufacturers that chloride content complies with specification requirements.

1.4 QUALITY ASSURANCE

A. Codes and Standards: Comply with provisions of following codes, specifications, and standards, latest revisions, except where more stringent requirements are shown or specified:

1. ACI 301 "Specifications for Structural Concrete for Buildings."
2. ACI 318 "Building Code Requirements for Reinforced Concrete."
3. Concrete Reinforcing Steel Institute (CRSI), "Manual of Standard Practice."
4. ACI 347 "Guide to Form work for Concrete."
5. ACI 117, "Specifications for Tolerances for Concrete Construction and Materials."

B. Materials and installed work may require testing and retesting at anytime during progress of work. Tests, including retesting of rejected materials for installed work, shall be done at Contractor's expense.

C. Engage a testing agency acceptable to Engineer to perform initial material evaluation and certification tests for mix designs and to design concrete mixes.

D. Mockup: Cast mockup of size indicated or as required to demonstrate typical joints, form tie spacing, and proposed surface finish, texture, and color. Maintain sample panel exposed to view for duration of project, after Engineer's acceptance of visual qualities.
1. Demolish mockup and remove from site when directed by Engineer.

1.5 PROJECT CONDITIONS

A. Protection of Footings Against Freezing: Cover completed work at footing level with sufficient temporary or permanent cover as required to protect footings and adjacent subgrade against possibility of freezing; maintain cover for time period as necessary.

B. Protect adjacent finish materials against spatter during concrete placement.

PART 2 - PRODUCTS

2.1 FORM MATERIALS

A. Forms for Exposed Finish Concrete: Plywood, metal, metal-framed plywood faced, or other acceptable panel-type materials, to provide continuous, straight, smooth, exposed surfaces. Furnish in largest practicable sizes to minimize number of joints and to conform to joint system shown on drawings.

1. Use plywood complying with U.S. Product Standard PS-1 "B-B (Concrete Form) Plywood," Class I, Exterior Grade or better, mill-oiled and edge-sealed, with each piece bearing legible inspection trademark.

B. Forms for Unexposed Finish Concrete: Plywood, lumber, metal, or other acceptable material. Provide lumber dressed on at least two (2) edges and one side for tight fit.

C. Forms for Textured Finish Concrete: Units of face design, size, arrangement, and configuration to match Engineer's control sample. Provide solid backing and form supports to ensure stability of textured form liners.

D. Forms for Cylindrical Columns and Supports: Metal, fiberglass reinforced plastic, or paper or fiber tubes. Construct paper or fiber tubes of laminated plies using water-resistant adhesive with wax-impregnated exterior for weather and moisture protection. Provide units with sufficient wall thickness to resist loads imposed by wet concrete without deformation.

E. Form Coatings: Provide commercial formulation form-coating compounds that will not bond with, stain, nor adversely affect concrete surfaces, and will not impair subsequent treatments of concrete surfaces.

F. Form Ties: Factory-fabricated, adjustable-length, snapoff metal or glass fiber-reinforced plastic form ties, designed to prevent form deflection and to prevent spalling concrete upon removal. Provide units which will leave no metal closer than 1-1/2" to the exposed surface.

1. Provide ties which, when removed, will leave holes not larger than 1" diameter in concrete surface.
2. All form ties shall have a factor of safety of two (2) to determine the recommended safe working load.

2.2 REINFORCING MATERIALS

A. Reinforcing Bars: ASTM A 615, Grade 60, deformed.

B. Galvanized Reinforcing Bars: ASTM A 767, Class II (2.0 oz. zinc psf) hot-dip galvanized, after fabrication and bending.

C. Epoxy-Coated Reinforcing Bars: ASTM A 775.

1. Repair of damaged epoxy-coating - When required, damaged epoxy-coating shall be repaired with patching material conforming to ASTM A 775. Repair shall be done in accordance with the patching material manufacturer's recommendations.

D. Steel Wire: ASTM A 82, plain, cold-drawn steel.

E. Welded Wire Fabric: ASTM A 185, welded steel wire fabric. (Flat sheets only)

F. Welded Deformed Steel Wire Fabric: ASTM A 497.

G. Epoxy - Coated Welded Wire Fabric: ASTM A884, Class A.

H. Supports for Reinforcement: Bolsters, chairs, spacers, and other devices for spacing, supporting, and fastening reinforcing bars and welded wire fabric in place. Use wire bar type supports complying with CRSI specifications.

1. For slabs-on-grade, use supports with sand plates or horizontal runners where base material will not support chair legs.
2. For exposed-to-view concrete surfaces, where legs of supports are in contact with forms, provide supports with legs which are plastic protected (CRSI, Class 1) or stainless steel protected (CRSI, Class 2).

2.3 CONCRETE MATERIALS

A. Portland Cement: ASTM C 150, Type I, II or I/II and ASTM C595M, Type IP, unless otherwise specified. (See Table I, Concrete Requirements).

1. Use one brand of cement throughout project, unless otherwise acceptable to Engineer.

B. Fly Ash: ASTM C 618, Class F.

1. Limit use of fly ash to not exceed 25% of cement content by weight.

C. Ground Granulated Blast-Furnace Slag (GGBFS): ASTM C989, Grade 100 or 120.

1. Limit use of granulated blast-furnace slag to not exceed 30% of cement content by weight.

D. Normal Weight Aggregates: ASTM C 33, and as herein specified. Provide aggregates from a single source for exposed concrete, with nominal maximum aggregate size of 1 inch.

1. For exterior exposed surfaces, do not use fine or coarse aggregates containing spalling-causing deleterious substances.
2. Local aggregates not complying with ASTM C 33 but which have shown by special test or actual service to produce concrete of adequate strength and durability may be used when acceptable to Engineer.

3. Combined Aggregate Gradation: Well graded from coarsest to finest with not more than 18 percent and not less than 8 percent retained on an individual sieve, except that less than 8 percent may be retained on coarsest sieve and on No. 50 (0.3-mm) sieve, and less than 8 percent may be retained on sieves finer than No. 50 (0.3 mm).

E. Lightweight Aggregates: ASTM C 330.

1. Maximum nominal aggregate size of 1 inch.

F. Water: Drinkable and complying with ASTM C94.

G. Air-Entraining Admixture: ASTM C 260, certified by manufacturer to be compatible with other required admixtures.

1. Products: Subject to compliance with requirements, provide one of the following:

a. "Air-Mix"; Euclid Chemical Co.
b. "Sika Aer"; Sika Corp.
c. "MB-VR or MB-AE"; Master Builders.

H. Water-Reducing Admixture: ASTM C 494, Type A, and containing not more than 0.1 percent chloride ions.

1. Products: Subject to compliance with requirements, provide one of the following:

a. "WRDA"; W.R. Grace.
b. "Eucon WR-75"; Euclid Chemical Co.
c. "Pozzolith Normal"; Master Builders.

I. High-Range Water-Reducing Admixture (Super Plasticizer): ASTM C 494, Type F and containing not more than 0.1 percent chloride ions.

1. Products: Subject to compliance with requirements, provide one of the following:

a. "Sikament 300"; Sika Chemical Corp.
b. "Eucon 37"; Euclid Chemical Co.
c. "Rheobuild or Polyheed"; Master Builders.

J. Water-Reducing, Non-Chloride Accelerator Admixture: ASTM C 494, Type E, and containing not more than 0.1 percent chloride ions.

1. Products: Subject to compliance with requirements, provide one of the following:

a. "Accelguard 80"; Euclid Chemical Co.
b. "Pozzutec 20"; Master Builders.
c. "Daraset"; W.R. Grace & Co.

K. Water-Reducing, Retarding Admixture: ASTM C 494, Type D, and containing not more than 0.1 percent chloride ions.

1. Products: Subject to compliance with requirements, provide one of the following:

    a. "Pozzolith"; Master Builders.
    b. "Eucon Retarder 75"; Euclid Chemical Co.
    c. "Plastiment"; Sika Chemical Co.

L. Waterproofing Admixture:

1. Antimicrobial Crystalline Waterproofing Admixture: Xypex Bio-San C500 admixture as manufactured by Xypex Chemical Corporation, Richmond, British Columbia, Canada, (www.Xypex.com). Dosage rate shall be 1.0% by weight of total cementitious material content in the concrete. No substitution of this admixture shall be acceptable.

    This admixture shall be incorporated in Class D concrete where indicated on the design drawings, in accordance with manufacturer's recommendations and requirements.

2. Crystalline Waterproofing Admixture: Xypex Admix C-500 Cementitious Crystalline Concrete Waterproofing admixture as manufactured by Xypex Chemical Corporation, Richmond, British Columbia, Canada, (www.Xypex.com). Dosage rate shall be 2.0% to 3.0% by weight of total cementitious material content in the concrete. No substitution of this admixture shall be acceptable.

    This admixture shall be incorporated in Class A concrete and Class B fill where indicated on the design drawings, in accordance with manufacturer's recommendations and requirements.

M. Corrosion-Inhibiting Admixture: Commercially formulated, anodic inhibitor or mixed cathodic and anodic inhibitor; capable of forming a protective barrier and minimizing chloride reactions with steel reinforcement in concrete.

1. Available Products: Subject to compliance with requirements, products that may be incorporated into the Work include, but are not limited to, the following:
2. Products: Subject to compliance with requirements, provide one of the following:

    a. Catexol 1000CL; Axim Concrete Technologies.
    b. MCI 2000 or MCI 2005; Cortec Corporation.
    c. DCI or DCI-S; W.R. Grace & Co., Construction Products Div.
    d. Rheocrete 222+; Master Builders, Inc.
    e. FerroGard-901; Sika Corporation.

N. Prohibited Admixtures: Calcium chloride thyocyanates or admixtures containing more than 0.1 percent chloride ions are not permitted.

O. Fiber Reinforcement:

1. Synthetic fiber reinforcing shall be added to the concrete for the areas so indicated in the drawings. Only fibers designed and manufactured specifically for use in concrete

shall be acceptable as secondary reinforcement, complying with ASTM C1116, not less than 3/4 inch long.

2. The fibers may be added at the batch plant. The incorporation of said fibers shall be documented on the delivery ticket from the ready-mix producer. Fibers shall be added to the concrete in strict accordance with manufacturer's printed instructions. The minimum dosage rate shall be 1.5 lbs/cubic yard.
3. Nylon fibers containing 100% virgin nylon monofilaments shall be utilized to impart a "non-hairy" surface to the finished concrete.
4. Products: Subject to compliance with requirements, provide the following fibrous reinforcement or approved equal:

    a. Nycon Fiber; Nycon, Inc.
    b. Nylo-Mono; Forta Corp.
    c. Fibrasol N; Axim Concrete Technologies

2.4 RELATED MATERIALS

A. Reglets: Where resilient or elastomeric sheet flashing or bituminous membranes are terminated in reglets, provide reglets of not less than 26 gage galvanized sheet steel. Fill reglet or cover face opening to prevent intrusion of concrete or debris.

B. Granular Base: Evenly graded mixture of fine and coarse aggregates to provide, when compacted, a smooth and even surface below slabs on grade.

C. Vapor Retarder: Provide vapor retarder cover, ASTM E1745 Class C, over prepared base material where indicated below slabs on grade. Use only materials which are resistant to deterioration when tested in accordance with ASTM E 154, as follows:

1. Polyethylene sheet not less than 10 mils thick.
2. Water resistant barrier paper consisting of heavy Kraft papers laminated together with glass fiber reinforcement and over-coated with black polyethylene on each side.

    a. Product: Subject to compliance with requirements, provide Moistop Ultra 10 by Fortifiber Corporation, Stego Wrap 10-mil by Stego Industries or equal.

D. Non-Shrink Grout: CRD-C 621 and ASTM C-1107, factory pre-mixed grout.

1. Products: Subject to compliance with requirements, provide one of the following:

    a. Non-metallic

        1) "Set Grout"; Master Builders.
        2) "Euco-NS"; Euclid Chemical Co.
        3) "Five Star Grout"; U.S. Grout Corp.

E. Non-slip Aggregate Finish: Provide fused aluminum oxide grits, or crushed emery, as abrasive aggregate for non-slip finish with emery aggregate containing not less than 50 percent aluminum oxide and not less than 25 percent ferric oxide. Use material that is

factory-graded, packaged, rust-proof, and non-glazing, and is unaffected by freezing, moisture, and cleaning materials.

F. Absorptive Cover: Burlap cloth made from jute or kenaf, weighing approximately 9 oz. per sq. yd., complying with AASHTO M 182, Class 2.

G. Moisture-Retaining Cover: One of the following, complying with ASTM C 171.

1. Waterproof paper.
2. Polyethylene film.
3. Polyethylene-coated burlap.

H. Liquid Membrane-Forming Curing Compound: Liquid type membrane- forming curing compound complying with ASTM C 309, Type I, Class A. Moisture loss not more than 0.55 kg./sq. m. when applied at 200 sq ft./gal.

1. Products: Subject to compliance with requirements, provide one of the following:

a. "Masterkure"; Master Builders.
b. "Ecocure"; Euclid Chemical Co.
c. "Horn Clear Seal"; A.C. Horn, Inc.

I. Underlayment Compound: Freeflowing, self-leveling, pumpable cementitious base compound for applications from 1 inch thick to feathered edges.

1. Products: Subject to compliance with requirements, provide one of the following:

a. "Flo-Top"; Euclid Chemical Co.
b. "Underlayment 110," Master Builders, Inc.
c. "Thoro Underlayment Self-Leveling"; Thoro System Products.

J. Bonding Compound: Polyvinyl acetate or acrylic base.

1. Products: Subject to compliance with requirements, provide one of the following:

a. Polyvinyl Acetate (Interior Only):

1) "Euco Weld"; Euclid Chemical Co.
2) "Weldcrete"; Larsen Products Corp.
3) "Everweld"; L&M Construction Chemicals, Inc.

b. Acrylic or Styrene Butadiene:

1) "Day-Chem AD Bond"; Dayton Superior Corp.
2) "Everbond"; L & M Construction Chemicals.
3) "SBR Latex"; Euclid Chemical Co.

K. Epoxy Adhesive: ASTM C 881, two component material suitable for use on dry or damp surfaces. Provide material "Type," "Grade," and "Class" to suit project requirements.

1. Products: Subject to compliance with requirements, provide one of the following:

   a. "Epoxtite Binder 2390"; A.C. Horn, Inc.
   b. "Sikadur 32 Hi-Mod"; Sika Chemical Corp.
   c. "Euco Epoxy 452 or 620"; Euclid Chemical Co.

2.5 PROPORTIONING AND DESIGN OF MIXES

A. Prepare design mixes for each type and strength of concrete by either laboratory trial batch or field experience methods as specified in ACI 301 and ACI 211. If the trial batch method is used, use an independent testing facility acceptable to Engineer for preparing and reporting proposed mix designs. The testing facility shall not be the same as used for field quality control testing unless otherwise acceptable to Engineer.

   1. Limit use of fly ash to not exceed 25 percent of cement content by weight.

B. Submit written reports to Engineer and Structural Engineer of each proposed mix for each class of concrete at least 15 days prior to start of work. Do not begin concrete production until mixes have been reviewed by Engineer.

C. Design mixes to provide normal weight concrete with the following properties, as indicated in Table I.:

TABLE 1

CONCRETE REQUIREMENTS

Concrete Class	Cement Type	Min. 28-Day Compressive Strength PSI	*Max. Water-Cement Ratio	Min. Cement Content Sacks	Slump Min.	Inch Max.	Entrained Air %
A	I	4000	0.45	6	**	**	6±1
B	I	2000	0.74	4-1/2	2	6	5±1-1/2
C	I	4000	0.50	6.38	1	4	6±2
D	II or IP	4500	0.40	6	**	**	6±1

*Maximum Water - Cementitious Materials Ratio
** See Item 2.3(F)8 below

1. All reinforced concrete shall be Class A or D as specified herein, except as otherwise indicated or shown on the design drawings:

   a. Class A concrete shall be used for non-WWTP, non-sewerage applications and shall include a crystalline waterproofing admixture in accordance with Item 2.1(L)2 above.
   b. Class D concrete shall be used for all WWTP and sewerage applications including pump stations and shall include an antimicrobial crystalline waterproofing admixture in accordance with Item 2.1(L)1 above.

2. All reinforced concrete shall be Class A, except as otherwise specified or shown on the drawings.
3. Concrete used for mud mats, fill and channeling in manholes and chambers shall be Class B unless otherwise noted on the drawings.
4. Class C concrete conforming to ODOT 499 (Class C) shall be used for all concrete pavement, curbing, driveways, and sidewalks, unless noted otherwise on the drawings.
5. Class B concrete may be used for encasing pipelines, fill, and pipe bedding.
6. Class B concrete shall be used as concrete fill in concrete tanks for shaping or sloping bottoms.

    a. Concrete fill mix shall contain Xypex Admix C-500 Cementitious Crystalline Concrete Waterproofing Admixture as manufactured by the Xypex Chemical Corporation (substitutions not permitted). Xypex admix shall be added to the concrete mix at the time of batching at a rate of 2% - 3% by weight of total cementitious content and be mixed in accordance with the manufacturers specification and requirements.
    b. The following steps shall be taken for installation of the Class B concrete:

        1) Scrub concrete slabs and/or walls with a stiff wire brush and streams of clean water as a minimum, to remove laitenance.
        2) Apply a bonding agent in accordance with the manufacturer's surface preparation and application recommendations.
        3) The Class B concrete shall then be placed and screeded to bring the surface to final grade.

7. Class D concrete shall be used for sewerage treatment plants and sewerage pump stations, as noted on the drawings.

D. Lightweight Concrete: Lightweight aggregate and concrete shall conform to ASTM C 330. Proportion mix to produce concrete with a minimum compressive strength of 3000 psi at 28 days and a calculated equilibrium unit weight of 110 pcf plus or minus 3 pcf as determined by ASTM C 567. Concrete slump at the point of placement shall be the minimum necessary for efficient mixing, placing, and finishing. Maximum slump shall be 6 inches for pumped concrete and 5 inches elsewhere. Air entrain concrete exposed to weather according to ACI 301 requirements.

E. Adjustment to Concrete Mixes: Mix design adjustments may be requested by Contractor when characteristics of materials, job conditions, weather, test results, or other circumstances warrant; at no additional cost to Owner and as accepted by Engineer. Laboratory test data for revised mix design and strength results must be submitted to and accepted by Engineer before using in work.

F. Admixtures:

1. Use high range water-reducing admixture (super plasticizer) in Classes A and D concrete unless noted otherwise.
2. Use crystalline waterproofing admixture in Class A concrete and Class B fill per item 2.1(L)2 above.

3. Use antimicrobial crystalline waterproofing admixture in Class D concrete per item 2.1(L)1 above.
4. Include Fly Ash **or** GGBFS pozzolan admixture in Class D concrete comprised of Type II cement in accordance with the specification constraints of Items 2.1(B) & (C) above, unless noted otherwise.
5. Use non-chloride accelerating admixture in concrete slabs placed at ambient temperatures below 50 deg F (10 deg C).
6. Use air-entraining admixture in all concrete, unless otherwise indicated. Add air-entraining admixture at manufacturer's prescribed rate to result in concrete at point of placement having total air content within limits shown in Table I.
7. Use admixtures for water-reducing and set-control in strict compliance with manufacturer's directions.
8. Slump Limits: Proportion and design mixes to result in concrete slump at point of placement as shown in Table I:

    a. Concrete containing HRWR admixture (super-plasticizer): Not more than 8" after addition of HRWR to site-verified 2"-3" slump concrete.

2.6 CONCRETE MIXING

A. Job-Site Mixing: Mix materials for concrete in appropriate drum type batch machine mixer. For mixers of one cu. yd., or smaller capacity, continue mixing at least 1-1/2 minutes, but not more than 5 minutes after ingredients are in mixer, before any part of batch is released. For mixers of capacity larger than one cu. yd., increase minimum 1-1/2 minutes of mixing time by 15 seconds for each additional cu. yd., or fraction thereof.

1. Provide batch ticket for each batch discharged and used in work, indicating project identification name and number, date, mix type, mix time, quantity, and amount of water introduced.

B. Ready-Mix Concrete: Comply with requirements of ASTM C 94, and as herein specified.

1. During hot weather, or under conditions contributing to rapid setting of concrete, a shorter mixing time than specified in ASTM C 94 may be required.

    a. When air temperature is between 85 deg F (30 deg C) and 90 deg F (32 deg C), reduce mixing and delivery time from 1-1/2 hours to 75 minutes, and when air temperature is above 90 deg F (32 deg C), reduce mixing and delivery time to 60 minutes.

PART 3 - EXECUTION

3.1 GENERAL

A. Coordinate the installation of joint materials and vapor retarders with placement of forms and reinforcing steel.

3.2 FORMS

A. Design, erect, support, brace, and maintain form work to support vertical and lateral, static, and dynamic loads that might be applied until such loads can be supported by concrete structure. Construct form work so concrete members and structures are of correct size, shape, alignment, elevation, and position. Maintain form work construction tolerances complying with ACI 347.

B. Design form work to be readily removable without impact, shock, or damage to cast-in-place concrete surfaces and adjacent materials.

C. Construct forms to sizes, shapes, lines, and dimensions shown, and to obtain accurate alignment, location, grades, level and plumb work in finished structures. Provide for openings, offsets, sinkages, keyways, recesses, moldings, rustications, reglets, chamfers, blocking, screeds, bulkheads, anchorages and inserts, and other features required in work. Use selected materials to obtain required finishes. Solidly butt joints and provide back-up at joints to prevent leakage of cement paste.

D. Fabricate forms for easy removal without hammering or prying against concrete surfaces. Provide crush plates or wrecking plates where stripping may damage cast concrete surfaces. Provide top forms for inclined surfaces where slope is too steep to place concrete with bottom forms only. Kerf wood inserts for forming keyways, reglets, recesses, and the like, to prevent swelling and for easy removal.

E. Provide temporary openings where interior area of form work is inaccessible for cleanout, for inspection before concrete placement, and for placement of concrete. Securely brace temporary openings and set tightly to forms to prevent loss of concrete mortar. Locate temporary openings on forms at inconspicuous locations.

F. Chamfer exposed corners and edges as indicated, using wood, metal, PVC, or rubber chamfer strips fabricated to produce uniform smooth lines and tight edge joints.

G. Provisions for Other Trades: Provide openings in concrete form work to accommodate work of other trades. Determine size and location of openings, recesses, and chases from trades providing such items. Accurately place and securely support items built into forms.

H. Cleaning and Tightening: Thoroughly clean forms and adjacent surfaces to receive concrete. Remove chips, wood, sawdust, dirt, or other debris just before concrete is placed. Retightening forms and bracing after concrete placement if required to eliminate mortar leaks and maintain proper alignment.

3.3 VAPOR RETARDER INSTALLATION

A. Following leveling and tamping of granular base for slabs on grade, place vapor retarder sheeting with longest dimension parallel with direction of pour.

B. Lap joints 6" and seal with manufacturer's recommended mastic or pressure-sensitive tape.

3.4 PLACING REINFORCEMENT

A. Comply with Concrete Reinforcing Steel Institute's recommended practice for "Placing Reinforcing Bars," for details and methods of reinforcement placement and supports, and as herein specified.

1. Avoiding cutting or puncturing vapor retarder during reinforcement placement and concreting operations. Repair damages before placing concrete.

B. Clean reinforcement of loose rust and mill scale, earth, ice, and other materials which reduce or destroy bond with concrete.

C. Accurately position, support, and secure reinforcement against displacement by form work, construction, or concrete placement operations. Locate and support reinforcing by metal chairs, runners, bolsters, spacers, and hangers, as required.

D. Place reinforcement to obtain at least minimum coverages for concrete protection. Arrange, space, and securely tie bars and bar supports to hold reinforcement in position during concrete placement operations. Set wire ties so ends are directed into concrete, not toward exposed concrete surfaces.

E. Install welded wire fabric in longest lengths as practicable. Lap adjoining pieces at least one full mesh and lace splices with wire. Offset end laps in adjacent widths to prevent continuous laps in either direction.

F. Epoxy - Coated Reinforcing Steel:

1. Epoxy-coated reinforcing bars supported from form work shall rest on coated wire bar supports, or on bar supports made of dielectric material or other acceptable materials. Wire bar supports shall be coated with dielectric material for a minimum distance of 2 inches from the point of contact with the epoxy-coated reinforcing bars. Reinforcing bars used as support bars shall be epoxy-coated.

   In walls having epoxy-coated reinforcing bars, spreader bars where specified by the Engineer, shall be epoxy-coated. Proprietary combination bar clips and spreaders used in walls with epoxy-coated reinforcing bars shall be made of corrosion-resistant material.
2. Epoxy-coated reinforcing bars - Equipment for handling epoxy-coated bars shall have protected contact areas. Bundles of coated bars shall be lifted at multiple pick-up points to minimize bar-to-bar abrasion from sags in the bundles. Coated bars or bundles of coated bars shall not be dropped or dragged. Coated bars shall be stored on protective cribbing. Fading of the color of the coating shall not be cause for rejection of epoxy-coated reinforcing bars. Coating damage due to handling, shipment and placing need not be repaired in cases where the damaged area is 0.1 square inches or smaller. Damaged areas larger than 0.1 square inches shall be repaired in accordance with the epoxy material manufacturer's recommendations. The maximum amount of damage including repaired and unrepaired areas shall not exceed 2 percent of the surface area in each linear foot of each bar.

3.5 JOINTS

A. Construction Joints: Locate and install construction joints as indicated or, if not indicated, locate so as not to impair strength and appearance of the structure, as acceptable to Engineer.

1. Provide keyways at least 1-1/2" deep in construction joints in walls, slabs, and between walls and footings; accepted bulkheads designed for this purpose may be used for slabs.
2. Place construction joints perpendicular to main reinforcement. Continue reinforcement across construction joints, except as otherwise indicated.

B. Waterstops: Provide waterstops in construction joints as indicated. Install waterstops to form continuous diaphragm in each joint. Make provisions to support and protect exposed waterstops during progress of work. Fabricate field joints in waterstops in accordance with manufacturer's printed instructions.

C. Isolation Joints in Slabs-on-Ground: Construct isolation joints in slabs-on-ground at points of contact between slabs-on-ground and vertical surfaces, such as column pedestals, foundation walls, grade beams, and elsewhere as indicated.

D. Contraction (Control) Joints in Slabs-on-Ground: Construct contraction joints in slabs-on-ground to form panels of patterns as shown. Use inserts 1/4 of slab depth, unless otherwise indicated.

1. Form contraction joints by inserting premolded plastic strips into fresh concrete until top surface of strip is flush with slab surface.
2. Follow the directions of Insert Manufacturer for finishing the slab and joints.

E. If joint pattern not shown, provide joints not exceeding 15' in either direction and located to conform to bay spacing wherever possible (at column centerlines, half bays, third-bays).

3.6 INSTALLATION OF EMBEDDED ITEMS

A. General: Set and build into work anchorage devices and other embedded items required for other work that is attached to, or supported by, cast-in-place concrete. Use setting drawings, diagrams, instructions, and directions provided by suppliers of items to be attached thereto. Electrical conduit shall not be embedded in concrete.

B. Install reglets to receive top edge of foundation sheet waterproofing, and to receive thru-wall flashings in outer face of concrete frame at exterior walls, where flashing is shown at lintels, relieving angles, and other conditions.

C. Edge Forms and Screed Strips for Slabs: Set edge forms or bulkheads and intermediate screed strips for slabs to obtain required elevations and contours in finished slab surface. Provide and secure units to support screed strips using strike-off templates or compacting type screeds.

3.7 PREPARATION OF FORM SURFACES

A. Clean re-used forms of concrete matrix residue, repair and patch as required to return forms to acceptable surface condition.

B. Coat contact surfaces of forms with an approved, nonresidual, low-VOC, from-coating compound before placing reinforcement.

C. Thin form-coating compounds only with thinning agent of type, amount, and under conditions of form-coating compound manufacturer's directions. Do not allow excess form-coating material to accumulate in forms or to come into contact with in-place concrete surfaces against which fresh concrete will be placed. Apply in compliance with manufacturer's instructions.

D. Coat steel forms with a non-staining, rust-preventative form oil or otherwise protect against rusting. Rust-stained steel form work is not acceptable.

3.8 CONCRETE PLACEMENT

A. Preplacement Inspection: Before placing concrete, inspect and complete form work installation, reinforcing steel, and items to be embedded or cast-in. Notify other crafts to permit installation of their work; cooperate with other trades in setting such work. Moisten wood forms immediately before placing concrete where form coatings are not used.

1. Apply temporary protective covering to lower 2' of finished walls adjacent to poured floor slabs and similar conditions, and guard against spattering during placement.

B. General: Comply with ACI 304 "Recommended Practice for Measuring, Mixing, Transporting, and Placing Concrete," and as herein specified.

1. Deposit concrete continuously or in layers of such thickness that no concrete will be placed on concrete which has hardened sufficiently to cause the formation of seams or planes of weakness. If a section cannot be placed continuously, provide construction joints as herein specified. Deposit concrete as nearly as practicable to its final location to avoid segregation.

C. Placing Concrete in Forms: Deposit concrete in forms in horizontal layers not deeper than 24" and in a manner to avoid inclined construction joints. Where placement consists of several layers, place each layer while preceding layer is still plastic to avoid cold joints.

1. Consolidate placed concrete by mechanical vibrating equipment supplemented by hand-spading, rodding, or tamping. Use equipment and procedures for consolidation of concrete in accordance with ACI 309.
2. Do not use vibrators to transport concrete inside forms. Insert and withdraw vibrators vertically at uniformly spaced locations not farther than visible effectiveness of machine. Place vibrators to rapidly penetrate placed layer and at least 6" into preceding layer. Do not insert vibrators into lower layers of concrete that have begun to set. At each insertion limit duration of vibration to time necessary

to consolidate concrete and complete embedment of reinforcement and other embedded items without causing segregation of mix.

D. Placing Concrete Slabs: Deposit and consolidate concrete slabs in a continuous operation, within limits of construction joints, until the placing of a panel or section is completed.

1. Consolidate concrete during placing operations so that concrete is thoroughly worked around reinforcement and other embedded items and into corners.
2. Bring slab surfaces to correct level with straightedge and strikeoff. Use bull floats or darbies to smooth surface, free of humps or hollows. Do not disturb slab surfaces prior to beginning finishing operations.
3. Maintain reinforcing in proper position on chairs during concrete placement operations.

E. Cold Weather Placing: Protect concrete work from physical damage or reduced strength which could be caused by frost, freezing actions, or low temperatures, in compliance with ACI 306 and as herein specified.

1. When air temperature has fallen to or is expected to fall below 40 deg F (4 deg C), uniformly heat water and aggregates before mixing to obtain a concrete mixture temperature of not less than 50 deg F (10 deg C), and not more than 80 deg F (27 deg C) at point of placement.

    a. The concrete shall be maintained within this temperature range for not less than seven (7) days.

2. Do not use frozen materials or materials containing ice or snow. Do not place concrete on frozen subgrade or on subgrade containing frozen materials or against cold reinforcing steel.
3. Do not use calcium chloride, salt, and other materials containing antifreeze agents or chemical accelerators, unless otherwise accepted in mix designs.

F. Hot Weather Placing: When hot weather conditions exist that would seriously impair quality and strength of concrete, place concrete in compliance with ACI 305 and as herein specified.

1. Cool ingredients before mixing to maintain concrete temperature at time of placement below 90 deg F (32 deg C). Mixing water may be chilled, or chopped ice may be used to control temperature provided water equivalent of ice is calculated to total amount of mixing water. Use of liquid nitrogen to cool concrete is Contractor's option.
2. Cover reinforcing steel with water-soaked burlap if it becomes too hot, so that steel temperature will not exceed the ambient air temperature immediately before embedment in concrete.
3. Fog spray forms, reinforcing steel, and subgrade just before concrete is placed.
4. Use water-reducing retarding admixture when required by high temperatures, low humidity, or other adverse placing conditions, as acceptable to Engineers.

3.9 FINISH OF FORMED SURFACES

A. Rough Form Finish: For formed concrete surfaces not exposed-to- view in the finish work or by other construction, unless otherwise indicated. This is the concrete surface having texture imparted by form facing material used, with tie holes and defective areas repaired and patched and fins and other projections exceeding 1/4" in height rubbed down or chipped off.

B. Smooth Form Finish: For formed concrete surfaces exposed-to-view, or that are to be covered with a coating material applied directly to concrete, or a covering material applied directly to concrete, such as waterproofing, dampproofing, veneer plaster, painting, or other similar system. This is an as-cast concrete surface obtained with selected form facing material, arranged orderly and symmetrically with a minimum of seams. Repair and patch defective areas with fins or other projections completely removed and smoothed; provide smooth rubbed finish to smooth form finish. Refer to "Concrete Surface Repairs."

C. Smooth Rubbed Finish: Provide smooth rubbed finish to scheduled concrete surfaces, which have received smooth form finish treatment.

1. Scarify or roughen entire surface by grinding or similar effective means.
2. Combined one part Portland cement to 1-1/2 parts fine sand by volume and a 50:50 mixture of acrylic or styrene butadiene-based bonding admixture and water to form the consistency of thick paint. Blend standard Portland cement and white Portland cement, amounts determined by trial patches, so that final color of dry grout will match adjacent surfaces.
3. Thoroughly wet concrete surfaces and apply grout to coat surfaces and fill small holes. Remove excess grout by scraping and rubbing with clean burlap. Keep damp by fog spray for at least 36 hours after rubbing.
4. Repeat the above process if necessary to fill voids or bug holes and obtain a consistent match to adjacent surfaces, subject to acceptance of the Engineer.

D. Grout Cleaned Finish: Provide grout cleaned finish on scheduled concrete surfaces which have received smooth form finish treatment.

1. Scarify or roughen entire surface by grinding or similar effective means.
2. Apply Thoroseal plaster mix coating by Thoro System Products or approved equivalent with an approximate thickness of 1/8-inch to ¼-inch.
3. Follow the manufacturer's recommendations and guidelines regarding surface preparation, application methods and curing.
4. Repeat the above process if necessary to fill voids or bug holes and obtain a consistent match to adjacent surfaces, subject to acceptance of the Engineer.

E. Related Unformed Surfaces: At tops of walls, horizontal offsets, and similar unformed surfaces occurring adjacent to formed surfaces, strike-off smooth and finish with a texture matching adjacent formed surfaces. Continue final surface treatment of formed surfaces uniformly across adjacent unformed surfaces, unless otherwise indicated.

3.10 MONOLITHIC SLAB FINISHES

A. Scratch Finish: Apply scratch finish to monolithic slab surfaces that are to receive concrete floor topping or mortar setting beds for tile, Portland cement terrazzo, and other bonded applied cementitious finish flooring material, and as otherwise indicated.

1. After placing slabs, plane surface to tolerances for floor flatness F(F) 15 and floor levelness F(L) 13, measured according to ASTM E 1155. Slope surfaces uniformly to drains where required. After leveling, roughen surface before final set, with stiff brushes, brooms, or rakes.

B. Float Finish: Apply float finish to monolithic slab surfaces to receive trowel finish and other finishes as hereinafter specified, and slab surfaces which are to be covered with membrane or elastic waterproofing, membrane or elastic roofing, or sand-bed terrazzo, and as otherwise indicated.

1. After screeding, consolidating, and leveling concrete slabs, do not work surface until ready for floating. Begin floating when surface water has disappeared or when concrete has stiffened sufficiently to permit operation of power-driven floats, or both, Consolidate surface with power-driven floats, or by hand-floating if area is small or inaccessible to power units. Check and level surface plane to tolerances of F(F) 18 F(L) 15. Cut down high spots and fill low spots. Uniformly slope surfaces to drains. Immediately after leveling, refloat surface to a uniform, smooth, granular texture.

C. Trowel Finish: Apply trowel finish to monolithic slab surfaces to be exposed-to-view, and slab surfaces to be covered with resilient flooring, carpet, ceramic or quarry tile, paint, or other thin film finish coating system.

1. After floating, begin first trowel finish operation using a power-driven trowel. Begin final troweling when surface produces a ringing sound as trowel is moved over surface. Consolidate concrete surface by final hand-troweling operation, free of trowel marks, uniform in texture and appearance, and with surface leveled to tolerances of F(F), 20 and F(L) 17, measured according to ASTM E1155. Grind smooth surface defects which would telegraph through applied floor covering system.

D. Trowel and Fine Broom Finish: Where ceramic or quarry tile is to be installed with thin-set mortar, apply trowel finish as specified, then immediately follow with slightly scarifying surface by fine brooming.

E. Non-Slip Broom Finish: Apply non-slip broom finish to exterior concrete platforms, steps, and ramps, and elsewhere as indicated.

1. Immediately after float finishing, slightly roughen concrete surface by brooming with fiber bristle broom perpendicular to main traffic route. Coordinate required final finish with Engineer before application.

F. Non-slip Aggregate Finish: Apply non-slip aggregate finish to concrete stair treads, platforms, ramps, sloped walks, and elsewhere as indicated.

1. After completion of float finishing, and before starting trowel finish, uniformly spread 25 lbs. of dampened non-slip aggregate per 100 sq. ft. of surface. Tamp aggregate flush with surface using a steel trowel, but do not force below surface. After broadcasting and tamping, apply trowel finishing as herein specified.
2. After curing, lightly work surface with a steel wire brush, or an abrasive stone, and water to expose non-slip aggregate.

3.11 CONCRETE CURING AND PROTECTION

A. General: Protect freshly placed concrete from premature drying and excessive cold or hot temperatures. Protect concrete from rapid moisture loss before and during finishing operations.

1. The evaporation graph, Figure 1, of ACI 308 - Curing Concrete, shall be used to determine the evaporation rate during concrete placement. If the rate of evaporation equals or exceeds 0.2 lbs/sq.ft./hr., steps shall be taken to prevent excessive evaporation from the surface.
2. Start initial curing as soon as free water has disappeared from concrete surface after placing and finishing.

    a. Initial curing may be any of the methods listed herein that maintain a satisfactory moisture content and temperature.

3. Begin final curing procedures, if they differ from initial curing, immediately following initial curing and before concrete has dried. Continue curing for at least seven (7) days in accordance with ACI 301 procedures. Avoid rapid drying at end of final curing period.

B. Curing Methods: Perform curing of all structural concrete as herein specified.

1. Provide moisture curing by following methods.

    a. Keep concrete surface continuously wet by covering with water.
    b. Continuous water-fog spray.
    c. Cover concrete surface with specified absorptive cover, thoroughly saturating cover with water and keeping continuously wet. Place absorptive cover to provide coverage of concrete surfaces and edges, with 4" lap over adjacent absorptive covers.

2. Provide moisture-cover curing as follows:

    a. Cover concrete surfaces with moisture-retaining cover for curing concrete, placed in widest practicable width with sides and ends lapped at least 3" and sealed by waterproof tape or adhesive. Immediately repair any holes or tears during curing period using cover material and waterproof tape.

C. Provide curing and sealing compound to pavement, walks, and curbs only, as follows:

1. Apply specified curing and sealing compound to concrete slabs as soon as final finishing operations are complete (within 2 hours) and after surface water sheen has disappeared. Apply uniformly in continuous operation by power-spray or roller in accordance with manufacturer's directions. Recoat areas subjected to heavy rainfall within three (3) hours after initial application. Maintain continuity of coating and repair damage during curing period.

D. Curing Formed Surfaces: Cure formed concrete surfaces, including undersides of beams, supported slabs, and other similar surfaces by moist curing with forms in place for full curing period or until forms are removed. If forms are removed, continue curing by methods specified above, as applicable.

E. Curing Unformed Surfaces: Cure unformed surfaces, such as slabs, floor topping, and other flat surfaces by moist curing methods.

1. Final cure concrete surfaces to receive liquid floor hardener or finish flooring by use of moisture-retaining cover, unless otherwise directed.

3.12 SHORES AND SUPPORTS

A. Comply with ACI 347 for shoring and reshoring in multistory construction, and as herein specified.

B. Extend shoring from ground to roof for structures four (4) stories or less, unless otherwise permitted.

C. Extend shoring at least three (3) floors under floor or roof being placed for structures over four (4) stories. Shore floor directly under floor or roof being placed, so that loads from construction above will transfer directly to these shores. Space shoring in stories below this level in such a manner that no floor or member will be excessively loaded or will induce tensile stress in concrete members where no reinforcing steel is provided. Extend shores beyond minimums to ensure proper distribution of loads throughout structure.

D. Remove shores and reshore in a planned sequence to avoid damage to partially cured concrete. Locate and provide adequate reshoring to safely support work without excessive stress or deflection.

1. Keep reshores in place a minimum of 15 days after placing upper tier, and longer if required, until concrete has attained its required 28-day strength and heavy loads due to construction operations have been removed.

3.13 REMOVAL OF FORMS

A. Formwork not supporting weight of concrete, such as sides of beams, walls, columns, and similar parts of the work, may be removed after cumulatively curing at not less than 50 deg F (10 deg C) for five (5) days after placing concrete, provided concrete is sufficiently hard to not be damaged by form removal operations, and provided curing and protection operations are maintained.

B. Formwork supporting weight of concrete, such as beam soffits, joists, slabs, and other structural elements, may not be removed in less than 14 days or until concrete has attained at least 75 percent of design minimum compressive strength at 28 days. Determine potential compressive strength of in-place concrete by testing field-cured specimens representative of concrete location or members. Lab cured cylinders will not be considered.

C. Form facing material may be removed five (5) days after placement, only if shores and other vertical supports have been arranged to permit removal of form facing material without loosening or disturbing shores and supports.

3.14 RE-USE OF FORMS

A. Clean and repair surfaces of forms to be re-used in work. Split, frayed, delaminated, or otherwise damaged form facing material will not be acceptable for exposed surfaces. Apply new form coating compound as specified for new form work.

B. When forms are extended for successive concrete placement, thoroughly clean surfaces, remove fins and laitance, and tighten forms to close joints. Align and secure joint to avoid offsets. Do not use "patched" forms for exposed concrete surfaces, except as acceptable to Engineer.

3.15 MISCELLANEOUS CONCRETE ITEMS

A. Filling-In: Fill-in holes and openings left in concrete structures for passage of work by other trades, unless otherwise shown or directed, after work of other trades is in place. Mix, place, and cure concrete as herein specified, to blend with in-place construction. Provide other miscellaneous concrete filling shown or required to complete work.

B. Curbs: Provide monolithic finish to interior curbs by stripping forms while concrete is still green and steel-troweling surfaces to a hard, dense finish with corners, intersections, and terminations slightly rounded.

C. Equipment Bases and Foundations: Provide machine and equipment bases and foundations, as shown on drawings. Set anchor bolts for machines and equipment with template at correct elevations, complying with certified diagrams or templates of manufacturer furnishing machines and equipment.

1. Grout base plates and foundations as indicated, using specified non-shrink grout. Use non-metallic grout for exposed conditions, unless otherwise indicated.

D. Steel Pan Stairs: Provide concrete fill for steel pan stair treads and landings and associated items. Cast-in safety inserts and accessories as shown on drawings. Screed, tamp, and finish concrete surfaces as scheduled. Cure concrete as herein specified.

E. Reinforced Masonry: Provide concrete grout conforming to ASTM C476 for reinforced masonry lintels and bond beams where indicated on drawings and as scheduled. Maintain accurate location of reinforcing steel during concrete placement.

3.16 CONCRETE SURFACE REPAIRS

A. Patching Defective Areas: Repair and patch defective areas with cement mortar immediately after removal of forms, when acceptable to Engineer.

1. Saw-cut out honeycomb, rock pockets, voids over 1/4" in any dimension, down to solid concrete but, in no case to a depth of less than 1." Make edges of cuts slightly undercut to the concrete surface. Thoroughly clean, dampen with water, and brush-coat the area to be patched with specified bonding agent. Place patching mortar after bonding compound has dried.
2. For exposed-to-view surfaces, blend white Portland cement and standard Portland cement so that, when dry, patching mortar will match surrounding color. Provide test areas at inconspicuous location to verify mixture and color match before proceeding with patching. Compact mortar in place and strike-off slightly higher than surrounding surface.

B. Repair of Formed Surfaces: Remove and replace concrete having defective surfaces if defects cannot be repaired to satisfaction of Engineer. Surface defects, as such, include color and texture irregularities, cracks, spalls, air bubbles, honeycomb, rock pockets; fins and other projections on surface; and stains and other discolorations that cannot be removed by cleaning. Flush out form tie holes, fill with Portland Cement patching mortar, or precast cement cone plugs secured in place with bonding agent. When other materials are used, apply them in accordance with manufacturer's recommendations.

1. Repair concealed formed surfaces, where possible, that contain defects that affect the durability of concrete. If defects cannot be repaired, remove and replace concrete.
2. Repair of Unformed Surfaces: Test unformed surfaces, such as monolithic slabs, for smoothness and verify surface plane to tolerances specified for each surface and finish. Correct low and high areas as herein specified. Test unformed surfaces sloped to drain for trueness of slope, in addition to smoothness using a template having required slope.
3. Repair finished unformed surfaces that contain defects which affect durability of concrete. Surface defects, as such, include crazing, cracks in excess of 0.01" wide or which penetrate to reinforcement or completely through non-reinforced sections regardless of width, spalling, pop-outs, honeycomb, rock pockets, and other objectionable conditions.
4. Correct high areas in unformed surfaces by grinding, after concrete has cured at least 14 days.
5. Correct low areas in unformed surfaces during or immediately after completion of surface finishing operations by cutting out low areas and replacing with fresh concrete. Finish repaired areas to blend into adjacent concrete. Proprietary patching compounds may be used when acceptable to Engineer.
6. Repair defective areas, except random cracks and single holes not exceeding 1" diameter, by cutting out and replacing with fresh concrete. Remove defective areas to sound concrete with clean, square cuts and expose reinforcing steel with at least 3/4" clearance all around. Dampen concrete surfaces in contact with patching concrete and apply bonding compound. Mix patching concrete of same materials to provide concrete of same type or class as original concrete. Place, compact, and

finish to blend with adjacent finished concrete. Cure in same manner as adjacent concrete.

7. Repair isolated random cracks and single holes not over 1" in diameter by dry-pack method. Groove top of cracks and cut-out holes to sound concrete and clean of dust, dirt, and loose particles. Dampen cleaned concrete surfaces and apply bonding compound. Mix dry-pack, consisting of one part Portland cement to 2-1/2 parts fine aggregate passing a No. 16 mesh sieve, using only enough water as required for handling and placing. Place dry pack after bonding compound has dried. Compact dry-pack mixture in place and finish to match adjacent concrete. Keep patched area continuously moist for not less than 72 hours.
8. Perform structural repairs with prior approval of Engineer or Structural Engineer for method and procedure, using specified epoxy adhesive and mortar.
9. Repair methods not specified above may be used, subject to acceptance of Engineer.
10. Underlayment Application: Leveling of floors for subsequent finishes may be achieved by use of specified underlayment material.

3.17 THROUGH SECTION CONCRETE CRACK REPAIRS

A. Sealing through wall or slab cracks.

1. Seal cracks for a water-tight or structurally bonded repair with epoxy or chemical grouting procedures.

    a. The Contractor shall make proper repairs with epoxy injection or chemical injection with a moisture reactive hydrophilic polyurethane foam grout, as directed by the Engineer.

ADDENDUM
EXAMPLE FORM A

CONCRETE SUPPLIER:_____

PROJECT:_____ CONTRACTOR:_____

MIXTURE ID:_____ SPECIFIED f'c:_____PSI

MATERIAL MIXTURE PROPORTIONS lbs-mass/cu.yd. (pcy)

1.0 Cement Type_____ Source:_____

Sp. Gr._____ _____pcy _____cu. ft.

1.1 Other Cementitious Materials:_____ Class:_____ Source:_____

Sp. Gr._____ _____pcy _____cu. ft.

2.0 Aggregate (No. 1) Type:_____ Size:_____ Source:_____

SSD Sp. Gr._____ _____pcy _____ cu. ft.

Dry Rodded Unit Wt.:_____pcf

Alternate (No. 1) Lightweight Aggregate Type:_____ Size:_____Source:_____

Sp. Gr. Factor _____ over dry pcy _____ cu. ft.

Loose Unit Wt._____pcf Estimated Wet_____pcf

2.1 Aggregate (No. 2) Type:_____ Size:_____ Source:_____

SSD Sp. Gr._____ _____pcy _____cu. ft.

Dry Rodded Unit Wt.: _____pcf (If Fine Sized - FM _____)

2.2 Aggregate (Nos. 3, 4, n) Type:_____ Size:_____ Source:_____

SSD Sp. Gr._____ _____pcy _____cu. ft.

Dry Rodded Unit Wt.: _____pcf

3.0 Water: _____gal. _____pcy _____cu. ft.

EXAMPLE FORM A (CONTINUED)

4.0 Admixtures expressed as fluid ounces/cubic yard, and estimated range

Source:_____ Name:_____ Type_____ _____oz

Source:_____ Name:_____ Type_____ _____oz

Source:_____ Name:_____ Type_____ _____oz

Total Admixture Liquid Vol. _____ cu. ft.

(*) Note: Show volume in 4.0 if not included in cubic feet of air or water.

5.0 Other Materials - fibers, color pigment or other additions

Sp. Gr._____ _____pcy _____cu. ft.

Total Mixture Mass and Volume: _____pcy _____cu. ft.

Fresh Concrete Properties

Slump _____ +/-_____ in.

Unit Weight _____ pcf

Air Content _____+/-_____%

If Trail Batch Data -

Identify Batch No. _____

Batch Date _____

Concrete Temp._____°F

Comp. Strength-Average _____°F

Coarse & Fine Aggregate Gradation

Percent Passing

Sieve Size	Aggregate No. 1	2	3	4	Combined
2 in.	____	____	____	____	_____
1-1/2 in.	____	____	____	____	_____
1 in.	____	____	____	____	_____
3/4 in.	____	____	____	____	_____
1/2 in.	____	____	____	____	_____
3/8 in.	____	____	____	____	_____
No. 4	____	____	____	____	_____
No. 8	____	____	____	____	_____
No. 16	____	____	____	____	_____
No. 30	____	____	____	____	_____

7 day avg. _____psi	No. 50	____	____	____	____	_____
28 day avg. _____psi	No. 100	____	____	____	____	_____
	No. 200	____	____	____	____	_____

Comments:_____

_____

Signature: _____ Date:_____

Title: _____

Organization: _____

EXAMPLE FORM B

CONCRETE SUPPLIER:_____

MATERIAL	TRAIL BATCH NUMBER - proportions per cubic yard			
	1	2	3	4
1.0 Cement Source: _____				
Type ____	_____lb	_____lb	_____lb	_____lb
1.1 Other Cementitious Material Sources:_____				
Type ____	_____lb	_____lb	_____lb	_____lb
2.0 Aggregate No. 1 Size_____ Source:_____				
SSD ____	_____lb	_____lb	_____lb	_____lb
Alternate No. 1 Lightweight Aggregates Type _____ Source: _____				
Sp. Gr. Factor _____				
Oven Dry	_____lb	_____lb	_____lb	_____lb
Wet	_____lb	_____lb	_____lb	_____lb
2.1 Aggregate No. 2 Size_____ Source:_____				
SSD ____	_____lb	_____lb	_____lb	_____lb
2.2 Aggregate Nos. 3, 4, n) Size_____Source:_____				
SSD ____	_____lb	_____lb	_____lb	_____lb
3.0 Water	_____lb	_____lb	_____lb	_____lb
4.0 Admixtures Source: _____				
_____ Type _____	_____oz	_____oz	_____oz	_____oz
_____ Type _____	_____oz	_____oz	_____oz	_____oz
_____ Type _____	_____oz	_____oz	_____oz	_____oz

5.0 Other Materials

_____ Type _____ _____lb _____lb _____lb _____lb

_____

Total Mass: _____lb _____lb _____lb _____lb

Total Mass/cy: _____pcy _____pcy _____pcy _____pcy

Relative Cubic Yard Volume:
_____cy _____cy _____cy _____cy

Water-Cementitious Material Ratio:

Fresh Concrete Properties

_____

TRAIL BATCH NUMBER

	## -1	## -2	## -3	## -4
Slump-inches	_____	_____	_____	_____
Air-Content %	_____	_____	_____	_____
Unit Wt. pcf	_____	_____	_____	_____
Concrete Temp. °F	_____	_____	_____	_____

Compressive Strength Results (ASTM C192, C39) or Other Specified Test Requirements

7 days	_____	_____	_____	_____
	_____	_____	_____	_____
	_____	_____	_____	_____
Average (7 day)	_____	_____	_____	_____

28 days	_____	_____	_____	_____
	_____	_____	_____	_____
	_____	_____	_____	_____
Average (28 day)	_____	_____	_____	_____
Water-Cementitious Material Ratio:				
	_____	_____	_____	_____

Signature: _____ Date:_____

Title:_____

Organization: _____

END OF SECTION 030000

SECTION 055000 - METAL FABRICATIONS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section Includes:

1. Steel framing and supports for overhead doors.
2. Steel framing and supports for mechanical and electrical equipment.
3. Steel framing and supports for applications where framing and supports are not specified in other Sections.
4. Metal bollards.
5. Loose bearing and leveling plates for applications where they are not specified in other Sections.

B. Products furnished, but not installed, under this Section include the following:

1. Loose steel lintels.
2. Anchor bolts, steel pipe sleeves, slotted-channel inserts, and wedge-type inserts indicated to be cast into concrete or built into unit masonry.
3. Steel weld plates and angles for casting into concrete and masonry for applications where they are not specified in other Sections.

1.3 COORDINATION

A. Coordinate selection of shop primers with topcoats to be applied over them. Comply with paint and coating manufacturers' written recommendations to ensure that shop primers and topcoats are compatible with one another.

B. Coordinate installation of metal fabrications that are anchored to or that receive other work. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors, that are to be embedded in concrete or masonry. Deliver such items to Project site in time for installation.

1.4 ACTION SUBMITTALS

A. Product Data: For the following:

1. Paint products.
2. Grout.

B. Shop Drawings: Show fabrication and installation details. Include plans, elevations, sections, and details of metal fabrications and their connections. Show anchorage and accessory items. Provide Shop Drawings for the following:

1. Steel framing and supports for overhead doors.
2. Steel framing and supports for mechanical and electrical equipment.
3. Steel framing and supports for applications where framing and supports are not specified in other Sections.
4. Metal bollards.
5. Loose steel lintels.

1.5 INFORMATIONAL SUBMITTALS

A. Welding certificates.

B. Research/Evaluation Reports: For post-installed anchors, from ICC-ES.

1.6 QUALITY ASSURANCE

A. Welding Qualifications: Qualify procedures and personnel according to AWS D1.1/D1.1M, "Structural Welding Code - Steel."

B. Welding Qualifications: Qualify procedures and personnel according to the following:

1. AWS D1.1/D1.1M, "Structural Welding Code - Steel."

1.7 FIELD CONDITIONS

A. Field Measurements: Verify actual locations of walls and other construction contiguous with metal fabrications by field measurements before fabrication.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

A. Thermal Movements: Allow for thermal movements from ambient and surface temperature changes acting on exterior metal fabrications by preventing buckling, opening of joints, overstressing of components, failure of connections, and other detrimental effects.

1. Temperature Change: 120 deg F, ambient; 180 deg F, material surfaces.

2.2 METALS

A. Metal Surfaces, General: Provide materials with smooth, flat surfaces unless otherwise indicated. For metal fabrications exposed to view in the completed Work, provide materials without seam marks, roller marks, rolled trade names, or blemishes.

B. Steel Plates, Shapes, and Bars: ASTM A 36/A 36M.

C. Stainless-Steel Sheet, Strip, and Plate: ASTM A 240/A 240M or ASTM A 666, Type 304.

D. Stainless-Steel Bars and Shapes: ASTM A 276, Type 304.

E. Steel Tubing: ASTM A 500/A 500M, cold-formed steel tubing.

F. Steel Pipe: ASTM A 53/A 53M, Standard Weight (Schedule 40) unless otherwise indicated.

G. Slotted Channel Framing: Cold-formed metal box channels (struts) complying with MFMA-4.

1. Size of Channels: 1-5/8 by 1-5/8 inches.
2. Material: Cold-rolled steel, ASTM A 1008/A 1008M, commercial steel, Type B; 0.0677-inch minimum thickness; unfinished .

2.3 FASTENERS

A. General: Unless otherwise indicated, provide Type 304 stainless-steel fasteners for exterior use and zinc-plated fasteners with coating complying with ASTM B 633 or ASTM F 1941 (ASTM F 1941M), Class Fe/Zn 5, at exterior walls. Select fasteners for type, grade, and class required.

B. Steel Bolts and Nuts: Regular hexagon-head bolts, ASTM A 307, Grade A (ASTM F 568M, Property Class 4.6); with hex nuts, ASTM A 563 (ASTM A 563M); and, where indicated, flat washers.

C. Stainless-Steel Bolts and Nuts: Regular hexagon-head annealed stainless-steel bolts, ASTM F 593 (ASTM F 738M); with hex nuts, ASTM F 594 (ASTM F 836M); and, where indicated, flat washers; Alloy Group 1 (A1).

D. Anchor Bolts: ASTM F 1554, Grade 36, of dimensions indicated; with nuts, ASTM A 563 (ASTM A 563M); and, where indicated, flat washers.

1. Hot-dip galvanize or provide mechanically deposited, zinc coating where item being fastened is indicated to be galvanized.

E. Anchors, General: Anchors capable of sustaining, without failure, a load equal to six times the load imposed when installed in unit masonry and four times the load imposed

when installed in concrete, as determined by testing according to ASTM E 488/E 488M, conducted by a qualified independent testing agency.

F. Cast-in-Place Anchors in Concrete: Either threaded type or wedge type unless otherwise indicated; galvanized ferrous castings, either ASTM A 47/A 47M malleable iron or ASTM A 27/A 27M cast steel. Provide bolts, washers, and shims as needed, all hot-dip galvanized per ASTM F 2329.

G. Post-Installed Anchors: Torque-controlled expansion anchors or chemical anchors.

1. Material for Interior Locations: Carbon-steel components zinc plated to comply with ASTM B 633 or ASTM F 1941 (ASTM F 1941M), Class Fe/Zn 5, unless otherwise indicated.
2. Material for Exterior Locations and Where Stainless Steel Is Indicated: Alloy Group 1 (A1) stainless-steel bolts, ASTM F 593 (ASTM F 738M), and nuts, ASTM F 594 (ASTM F 836M).

H. Slotted-Channel Inserts: Cold-formed, hot-dip galvanized-steel box channels (struts) complying with MFMA-4, 1-5/8 by 7/8 inches by length indicated with anchor straps or studs not less than 3 inches long at not more than 8 inches o.c. Provide with temporary filler and tee-head bolts, complete with washers and nuts, all zinc-plated to comply with ASTM B 633, Class Fe/Zn 5, as needed for fastening to inserts.

2.4 MISCELLANEOUS MATERIALS

A. Shop Primers: Provide primers that comply with Section 099635 – Chemical-Resistant Coating.

B. Bituminous Paint: Cold-applied asphalt emulsion complying with ASTM D 1187/D 1187M.

C. Nonshrink, Nonmetallic Grout: Factory-packaged, nonstaining, noncorrosive, nongaseous grout complying with ASTM C 1107/C 1107M. Provide grout specifically recommended by manufacturer for interior and exterior applications.

D. Concrete: Comply with requirements in Section 033000 – Concrete Work for normal-weight, air-entrained, concrete with a minimum 28-day compressive strength of 4,000 psi.

2.5 FABRICATION, GENERAL

A. Shop Assembly: Preassemble items in the shop to greatest extent possible. Disassemble units only as necessary for shipping and handling limitations. Use connections that maintain structural value of joined pieces. Clearly mark units for reassembly and coordinated installation.

B. Cut, drill, and punch metals cleanly and accurately. Remove burrs and ease edges to a radius of approximately 1/32 inch unless otherwise indicated. Remove sharp or rough areas on exposed surfaces.

C. Form bent-metal corners to smallest radius possible without causing grain separation or otherwise impairing work.

D. Form exposed work with accurate angles and surfaces and straight edges.

E. Weld corners and seams continuously to comply with the following:

1. Use materials and methods that minimize distortion and develop strength and corrosion resistance of base metals.
2. Obtain fusion without undercut or overlap.
3. Remove welding flux immediately.
4. At exposed connections, finish exposed welds and surfaces smooth and blended so no roughness shows after finishing and contour of welded surface matches that of adjacent surface].

F. Form exposed connections with hairline joints, flush and smooth, using concealed fasteners or welds where possible. Where exposed fasteners are required, use Phillips flat-head (countersunk) fasteners unless otherwise indicated. Locate joints where least conspicuous.

G. Fabricate seams and other connections that are exposed to weather in a manner to exclude water. Provide weep holes where water may accumulate.

H. Cut, reinforce, drill, and tap metal fabrications as indicated to receive finish hardware, screws, and similar items.

I. Provide for anchorage of type indicated; coordinate with supporting structure. Space anchoring devices to secure metal fabrications rigidly in place and to support indicated loads.

J. Where units are indicated to be cast into concrete or built into masonry, equip with integrally welded steel strap anchors, 1/8 by 1-1/2 inches, with a minimum 6-inch embedment and 2-inch hook, not less than 8 inches from ends and corners of units and 24 inches o.c., unless otherwise indicated.

2.6 MISCELLANEOUS FRAMING AND SUPPORTS

A. General: Provide steel framing and supports not specified in other Sections as needed to complete the Work.

B. Fabricate units from steel shapes, plates, and bars of welded construction unless otherwise indicated. Fabricate to sizes, shapes, and profiles indicated and as necessary to receive adjacent construction.

1. Fabricate units from slotted channel framing where indicated.
2. Furnish inserts for units installed after concrete is placed.

C. Galvanize miscellaneous framing and supports where exposed to the exterior.

2.7 METAL BOLLARDS

A. Fabricate metal bollards from Schedule 40 steel pipe.

B. If required, fabricate bollards with 3/8-inch-thick steel baseplates for bolting to concrete slab/footing. Drill baseplates at all four corners for 3/4-inch anchor bolts.

1. Where bollards are to be anchored to sloping concrete slabs, angle baseplates for plumb alignment of bollards.

2.8 LOOSE BEARING AND LEVELING PLATES

A. Provide loose bearing and leveling plates for steel items bearing on masonry or concrete construction. Drill plates to receive anchor bolts and for grouting.

B. Galvanize plates.

C. Prime plates with zinc-rich primer.

2.9 LOOSE STEEL LINTELS

A. Fabricate loose steel lintels from steel angles and shapes of size indicated for openings and recesses in masonry walls and partitions at locations indicated. Fabricate in single lengths for each opening unless otherwise indicated. Weld adjoining members together to form a single unit where indicated.

B. Size loose lintels to provide bearing length at each side of openings equal to 1/12 of clear span, but not less than 8 inches unless otherwise indicated.

C. Galvanize and prime loose steel lintels located in exterior walls.

2.10 STEEL WELD PLATES AND ANGLES

A. Provide steel weld plates and angles not specified in other Sections, for items supported from concrete construction as needed to complete the Work. Provide each unit with no fewer than two integrally welded steel strap anchors for embedding in concrete.

2.11 FINISHES, GENERAL

A. Finish metal fabrications after assembly.

B. Finish exposed surfaces to remove tool and die marks and stretch lines, and to blend into surrounding surface.

2.12 STEEL AND IRON FINISHES

A. Galvanizing: Hot-dip galvanize items as indicated to comply with ASTM A 153/A 153M for steel and iron hardware and with ASTM A 123/A 123M for other steel and iron products.

1. Do not quench or apply post galvanizing treatments that might interfere with paint adhesion.

B. Shop prime iron and steel items unless they are to be embedded in concrete, sprayed-on fireproofing, or masonry, or unless otherwise indicated.

C. Preparation for Shop Priming: Prepare surfaces to comply with requirements indicated below:

1. Exterior Items: SSPC-SP 6/NACE No. 3, "Commercial Blast Cleaning."
2. Items Indicated to Receive Zinc-Rich Primer: SSPC-SP 6/NACE No. 3, "Commercial Blast Cleaning."
3. Other Items: SSPC-SP 3, "Power Tool Cleaning."

D. Shop Priming: Apply shop primer to comply with SSPC-PA 1, "Paint Application Specification No. 1: Shop, Field, and Maintenance Painting of Steel," for shop painting.

1. Stripe paint corners, crevices, bolts, welds, and sharp edges.

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

A. Cutting, Fitting, and Placement: Perform cutting, drilling, and fitting required for installing metal fabrications. Set metal fabrications accurately in location, alignment, and elevation; with edges and surfaces level, plumb, true, and free of rack; and measured from established lines and levels.

B. Fit exposed connections accurately together to form hairline joints. Weld connections that are not to be left as exposed joints but cannot be shop welded because of shipping size limitations. Do not weld, cut, or abrade surfaces of exterior units that have been hot-dip galvanized after fabrication and are for bolted or screwed field connections.

C. Field Welding: Comply with the following requirements:

1. Use materials and methods that minimize distortion and develop strength and corrosion resistance of base metals.

2. Obtain fusion without undercut or overlap.
3. Remove welding flux immediately.
4. At exposed connections, finish exposed welds and surfaces smooth and blended so no roughness shows after finishing and contour of welded surface matches that of adjacent surface.

D. Fastening to In-Place Construction: Provide anchorage devices and fasteners where metal fabrications are required to be fastened to in-place construction. Provide threaded fasteners for use with concrete and masonry inserts, toggle bolts, through bolts, lag screws, wood screws, and other connectors.

E. Provide temporary bracing or anchors in formwork for items that are to be built into concrete, masonry, or similar construction.

3.2 INSTALLING MISCELLANEOUS FRAMING AND SUPPORTS

A. General: Install framing and supports to comply with requirements of items being supported, including manufacturers' written instructions and requirements indicated on Shop Drawings.

B. Anchor supports for overhead doors securely to, and rigidly brace from, building structure.

3.3 INSTALLING METAL BOLLARDS

A. Anchor bollards to existing construction with expansion anchors. Provide four 3/4-inch (19-mm) bolts at each bollard unless otherwise indicated.

1. Embed anchors at least 4 inches in concrete.

B. Anchor bollards in place with concrete footings. Center and align bollards in holes 3 inches (75 mm) above bottom of excavation. Place concrete and vibrate or tamp for consolidation. Support and brace bollards in position until concrete has cured.

C. Fill bollards solidly with concrete, mounding top surface to shed water.

3.4 INSTALLING BEARING AND LEVELING PLATES

A. Clean concrete and masonry bearing surfaces of bond-reducing materials, and roughen to improve bond to surfaces. Clean bottom surface of plates.

B. Set bearing and leveling plates on wedges, shims, or leveling nuts. After bearing members have been positioned and plumbed, tighten anchor bolts. Do not remove wedges or shims but, if protruding, cut off flush with edge of bearing plate before packing with nonshrink grout. Pack grout solidly between bearing surfaces and plates to ensure that no voids remain.

3.5 ADJUSTING AND CLEANING

A. Touchup Painting: Immediately after erection, clean field welds, bolted connections, and abraded areas. Paint uncoated and abraded areas with the same material as used for shop painting to comply with SSPC-PA 1 for touching up shop-painted surfaces.

1. Apply by brush or spray to provide a minimum 2.0-mil dry film thickness.

B. Touchup Painting: Cleaning and touchup painting of field welds, bolted connections, and abraded areas of shop paint are specified in Section 099635 – Chemical-Resistant Coating.

END OF SECTION 055000

SECTION 055119 - METAL GRATING STAIRS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section includes industrial-type, straight-run stairs with steel-grating treads and railings attached to metal grating stairs.

1.3 COORDINATION

A. Coordinate installation of anchorages for metal stairs. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors, that are to be embedded in concrete or masonry. Deliver such items to Project site in time for installation.

1.4 ACTION SUBMITTALS

A. Product Data: For metal grating stairs and the following:

1. Grout

B. Shop Drawings: Include plans, elevations, sections, details, and attachments. Shop drawings shall be signed and sealed by the qualified professional engineer responsible for their preparation.

C. Delegated-Design Submittal: For stairs, guardrail, handrail and platforms submit the structural analysis and design calculations signed and sealed by the qualified professional engineer responsible for their preparation.

1.5 INFORMATIONAL SUBMITTALS

A. Welding certificates.

1.6 QUALITY ASSURANCE

A. Installer Qualifications: Fabricator of products.

B. Welding Qualifications: Qualify procedures and personnel according to AWS D1.1/D1.1M, "Structural Welding Code - Steel."

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

A. Delegated Design: Engage a qualified professional engineer, as defined in Section 01400 "Quality Requirements," to design all metal stairs as required for the project.

B. Structural Performance: Metal stairs shall withstand the effects of gravity loads and the following loads and stresses within limits and under conditions indicated:

1. Uniform Load: 100 lbf/sq. ft.
2. Concentrated Load: 300 lbf applied on an area of 4 sq. in.
3. Uniform and concentrated loads need not be assumed to act concurrently.
4. Stair Framing: Capable of withstanding stresses resulting from railing loads in addition to loads specified above.
5. Limit deflection of treads, platforms, and framing members to L/360.
6. Stairs and attached Guardrails (Railings) shall conform to the governing building code and OSHA requirements.

C. Seismic Performance: Metal stairs shall withstand the effects of earthquake motions determined according to ASCE 7.

1. Component Importance Factor: 1.5.

2.2 METALS

A. Metal Surfaces, General: Provide materials with smooth, flat surfaces unless otherwise indicated. For components exposed to view in the completed Work, provide materials without seam marks, roller marks, rolled trade names, or blemishes.

B. Steel Plates and Bars: ASTM A 36/A 36M.

C. Hot Rolled-Steel W-shapes and T-shapes: ASTM A 992/A 992M

D. Hot Rolled-Steel C-shapes, M-shapes, S-shapes, and Angles: ASTM A 36/A 36M

E. Rolled-Steel Floor Plate: ASTM A 786/A 786M, rolled from plate complying with ASTM A 36/A 36M or ASTM A 283/A 283M, Grade C or D.

F. Steel Bars for Grating Treads: ASTM A 36/A 36M or steel strip, ASTM A 1011/A 1011M or ASTM A 1018/A 1018M.

G. Wire Rod for Grating Crossbars: ASTM A 510 (ASTM A 510M).

H. Cast Iron: Either gray iron, ASTM A 48/A 48M, or malleable iron, ASTM A 47/A 47M, unless otherwise indicated.

I. Cast-Abrasive Nosings: Cast iron, with an integral abrasive, as-cast finish consisting of aluminum oxide, silicon carbide, or a combination of both.

2.3 FASTENERS

A. General: Provide zinc-plated fasteners with coating complying with ASTM B 633 or ASTM F 1941 (ASTM F 1941M), Class Fe/Zn 12 for exterior use, and Class Fe/Zn 5 where built into exterior walls. Select fasteners for type, grade, and class required.

B. Bolts and Nuts: Regular hexagon-head bolts, ASTM A 307, Grade A (ASTM F 568M, Property Class 4.6); with hex nuts, ASTM A 563 (ASTM A 563M); and, where indicated, flat washers.

C. High-Strength Bolts, Nuts, and Washers: ASTM A 325 (ASTM A 325M), Type 1, heavy-hex steel structural bolts; ASTM A 563, Grade C, (ASTM A 563M, Class 8S) heavy-hex carbon-steel nuts; and ASTM F 436 (ASTM F 436M), Type 1, hardened carbon-steel washers; all with plain finish.

1. Direct-Tension Indicators: ASTM F 959, Type 325 (ASTM F 959M, Type 8.8), compressible-washer type with plain finish.

D. Tension-Control, High-Strength Bolt-Nut-Washer Assemblies: ASTM F 1852, Type 1, heavy-hex head assemblies consisting of steel structural bolts with splined ends, heavy-hex carbon-steel nuts, and hardened carbon-steel washers.

1. Finish: Mechanically deposited zinc coating.

E. Threaded Rods: ASTM A 36/A 36M.

1. Nuts: ASTM A 563 (ASTM A 563M) heavy-hex carbon steel.
2. Washers: ASTM F 436 (ASTM F 436M), Type 1, hardened or ASTM A 36/A 36M carbon steel.
3. Finish: Hot-dip zinc coating, ASTM A 153/A 153M, Class C or Mechanically deposited zinc coating, ASTM B 695, Class 50.

F. Anchor Rods: ASTM A 1554, Grade 36.

1. Nuts: ASTM A 563 (ASTM A 563M) heavy-hex carbon steel.
2. Washers: ASTM F 436 (ASTM F 436M), Type 1, hardened or ASTM A 36/A 36M carbon steel.
3. Finish: Hot-dip zinc coating, ASTM A 153/A 153M, Class C or Mechanically deposited zinc coating, ASTM B 695, Class 50.

G. Post-Installed Anchors: Torque-controlled expansion anchors or chemical anchors capable of sustaining, without failure, a load equal to six times the load imposed when installed in unit masonry and four times the load imposed when installed in concrete, as

determined by testing according to ASTM E 488/E 488M, conducted by a qualified independent testing agency.

1. Material for Interior Locations: Carbon-steel components zinc plated to comply with ASTM B 633 or ASTM F 1941 (ASTM F 1941M), Class Fe/Zn 5, unless otherwise indicated.
2. Material for Exterior Locations and Where Stainless Steel Is Indicated: Alloy Group 1 (A1) stainless-steel bolts, ASTM F 593 (ASTM F 738M), and nuts, ASTM F 594 (ASTM F 836M).

2.4 MISCELLANEOUS MATERIALS

A. Galvanizing Repair Paint: High-zinc-dust-content paint complying with SSPC-Paint 20 and compatible with paints specified to be used over it.

B. Nonshrink, Nonmetallic Grout: Factory-packaged, nonstaining, noncorrosive, nongaseous grout complying with ASTM C 1107/C 1107M. Provide grout specifically recommended by manufacturer for interior and exterior applications.

2.5 FABRICATION, GENERAL

A. Provide complete stair assemblies, including metal framing, hangers, clips, brackets, bearing plates, and other components necessary to support and anchor stairs and platforms on supporting structure.

1. Join components by welding unless otherwise indicated.
2. Use connections that maintain structural value of joined pieces.

B. Form exposed work with accurate angles and surfaces and straight edges.

C. Weld connections to comply with the following:

1. Use materials and methods that minimize distortion and develop strength and corrosion resistance of base metals.
2. Obtain fusion without undercut or overlap.
3. Remove welding flux immediately.
4. Weld exposed corners and seams continuously unless otherwise indicated.
5. At exposed connections, finish exposed welds to comply with NOMMA's "Voluntary Joint Finish Standards" for Type 4 welds: good quality, uniform undressed weld with minimal splatter.

D. Fabricate joints that are exposed to weather in a manner to exclude water. Provide weep holes where water may accumulate.

2.6 STEEL-FRAMED STAIRS

A. NAAMM Stair Standard: Comply with "Recommended Voluntary Minimum Standards for Fixed Metal Stairs" in NAAMM AMP 510, "Metal Stairs Manual," Industrial Class, unless more stringent requirements are indicated.

B. Stair Framing:

1. Fabricate stringers of steel plates or channels.

    a. Provide closures for exposed ends of channel stringers.

2. Construct platforms of steel plate or channel headers and miscellaneous framing members as needed to comply with performance requirements.
3. Weld or bolt stringers to headers; weld or bolt framing members to stringers and headers.

C. Metal Bar-Grating Stairs: Form treads and platforms to configurations shown from metal bar grating; fabricate to comply with NAAMM MBG 531, "Metal Bar Grating Manual."

1. Fabricate treads and platforms from welded or pressure-locked steel grating with openings in gratings no more than 3/4 inch (19 mm) in least dimension.
2. Surface: Plain.
3. Finish: Galvanized.
4. Fabricate grating treads with rolled-steel floor plate or cast-abrasive nosing and with steel angle or steel plate carrier at each end for stringer connections. Secure treads to stringers with bolts.
5. Fabricate grating platforms with nosing matching that on grating treads. Provide toeplates at open-sided edges of grating platforms. Weld grating to platform framing.

2.7 STAIR RAILINGS

A. Comply with applicable requirements in Section 055213 – Aluminum Handrails

1. Rails may be bent at corners, rail returns, and wall returns, instead of using prefabricated fittings.
2. Connect posts to stair framing by direct welding unless otherwise indicated.

2.8 FINISHES

A. Finish metal stairs after assembly.

B. Galvanizing: Hot-dip galvanize items as indicated to comply with ASTM A 153/A 153M for steel and iron hardware and with ASTM A 123/A 123M for other steel and iron products.

1. Fill vent and drain holes that are exposed in the finished Work, unless indicated to remain as weep holes, by plugging with zinc solder and filing off smooth.

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

A. Fastening to In-Place Construction: Provide anchorage devices and fasteners where necessary for securing metal stairs to in-place construction. Include threaded fasteners for concrete and masonry inserts, through-bolts, lag bolts, and other connectors.

B. Cutting, Fitting, and Placement: Perform cutting, drilling, and fitting required for installing metal stairs. Set units accurately in location, alignment, and elevation, measured from established lines and levels and free of rack.

C. Field Welding: Comply with requirements for welding in "Fabrication, General" Article.

3.2 INSTALLING METAL STAIRS WITH GROUTED BASEPLATES

A. Clean concrete and masonry bearing surfaces of bond-reducing materials, and roughen to improve bond to surfaces. Clean bottom surface of baseplates.

B. Set steel-stair baseplates on wedges, shims, or leveling nuts. After stairs have been positioned and aligned, tighten anchor bolts. Do not remove wedges or shims, but if protruding, cut off flush with edge of bearing plate before packing with grout.

1. Use nonmetallic, nonshrink grout unless otherwise indicated.
2. Pack grout solidly between bearing surfaces and plates to ensure that no voids remain.

3.3 ADJUSTING AND CLEANING

A. Galvanized Surfaces: Clean field welds, bolted connections, and abraded areas and repair galvanizing to comply with ASTM A 780/A 780M.

END OF SECTION 05514

SECTION 055213 - ALUMINUM HANDRAILS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division-1 Specification sections, apply to work of this section.

1.2 DESCRIPTION OF WORK

A. The Contractor, under this section, shall provide and install all aluminum handrailing as shown on the Drawings or as directed. Unless otherwise shown on the Drawings, all handrailings shall be aluminum.

B. It is the intent of this Contract that the final installation shall be complete in all respects, and the Contractor will be responsible for all minor details, whether or not shown on the Drawings or specifically included in these Specifications.

1.3 QUALITY ASSURANCE

A. In addition to requirements of these specifications, comply with manufacturer's instructions and recommendations for work.

1.4 SUBMITTALS

A. Submit manufacturer's certificates and calculations indicating the compliance of all OSHA requirements and loadings.

B. Shop Drawings: Include plans, elevations, sections, details, and attachments to other work.

1. For installed products indicated to comply with design loads, include structural analysis data signed and sealed by the qualified Professional Engineer responsible for their preparation.

C. Samples for Initial Selection: For products involving selection of color, texture, or design, including mechanical finishes.

D. Samples for Verification: For each type of exposed finish required.

1. Sections of each distinctly different linear railing number, including handrails, top rails, posts, and balusters.
2. Fittings and brackets.
3. Assembled Sample of railing system, made from full-size components, including top rail, post, handrail, and infill. Sample need not be full height.

a. Show method of connecting members at intersections.

PART 2 - PRODUCTS

2.1 HANDRAILING

A. Aluminum pipe rails and posts shall be 1-1/2 in. nominal diameter pipe made of alloy 6063-T6. Aluminum handrail shall be anodized. The color shall be selected by the Engineer. Railing components, fastenings, and complete structure shall meet all requirements of OSHA. All rails and posts shall be a minimum of Schedule 40 and 80, respectively.

B. All handrails, unless otherwise shown on the Drawings, shall be as follows:

1. All bottom mounted rails should be 3 ft.-6 in. high, measured from the floor to the top of the rail, with intermediate rail on the posts. Posts shall be placed at a maximum of 6 ft. and at each change in direction. Posts shall be attached to the top of the walkway or curb as shown on the Drawings. The mounting plate shall be made of alloy 6061-T6.
2. Bends, where called for, shall be shop formed and present pleasing appearance.
3. The top surface of the top railing shall be smooth and shall not be interrupted by a projecting fitting.
4. All openings in the railing shall be spanned with a 1/4 in. type 304 stainless steel chain with snap hook at one end and fixed to post at other end. Hooks and eyes shall be stainless steel.
5. Toe plates shall conform to OSHA Standards. Toe plates shall not be pop-riveted to posts.
6. Provide exterior railings that allow for thermal movements resulting from the following maximum change (range) in ambient and surface temperatures by preventing buckling, opening of joints, overstressing of components, failure of connections, and other detrimental effects. Base engineering calculation on surface temperatures of materials due to both solar heat gain and nighttime-sky heat loss.

    a. Temperature Change (Range): 120 deg F (67 deg C), ambient; 180 deg F (100 deg C), material surfaces.

2.2 PAINTING

A. Direct contact between aluminum components and any dissimilar metals shall be prevented by painting the dissimilar metal with primer or asphalt paint.

B. Direct contact between aluminum components and concrete or mortar shall be prevented by painting exposed aluminum surfaces with bituminous paint or water white methacrylate lacquer.

C. Finishing shall be in accordance with Aluminum Association M10C22 A41 Clear Anodized. The handrail system shall be plastic wrapped and not removed until after installation.

PART 3 - EXECUTION

3.1 INSTALLATION

A. All work performed shall be in accordance with the manufacturer's recommendation for installation.

B. All work shall be free from defects of any type which affect durability, strength, or appearance.

C. Support brackets shall be securely anchored into the wall by anchor bolts or wedge type expansion bolts.

D. Posts shall be set on mounting plates attached to the floor or curb by stainless steel concrete anchor bolts in concrete.

E. All erection shall meet OSHA requirements and the manufacturer's recommendations.

F. Upon completion of railing installation all work shall be cleaned to make it acceptable for final inspection.

G. For protection from temperature induced stresses an expansion joint and gap shall be provided in every top rail on a maximum of 24 feet. Top rails only shall have expansion joints between the fixed points. Use 1/8-inch gap between bottom rail and each fitting.

END OF SECTION 055213

SECTION 099700 - SPECIAL COATINGS

PART 1 – GENERAL

1.1 SUMMARY

A. Work covered by this Section includes the furnishing and application of paints, stains, primers, varnishes and other finish, decorative and protective coatings.

B. Shop priming and factory prefinishing are required on some, but not necessarily all, of the items described in other sections.

C. Extent of work:

1. All new process equipment and process piping.
2. All conduits, ducts, drains, etc of other trades unless such product is deemed having an acceptable factory pre-finish, under the following conditions:
   a. When specifically called out as requiring special coating protection.

1.2 DEFINITIONS

A. Special coating systems are defined as those types of materials and methods of application requiring more than normal skills and techniques for mixing, handling and application, as specified in the "Painting" section.

1. The term "special coating systems" as used in this section includes applied materials used in prime, intermediate and finish coats.
2. The word "paint", as applied in this and or other Sections shall apply to all special coatings required herein for the protection of materials from corrosive environment, weathering processes, or for aesthetic or other reasons.
3. The term "exposed surfaces" is defined to include areas visible when permanent or built-in fixtures, convector covers, covers for finned tube radiation, grilles, and similar components are in place in areas to be coated. Extend special coatings in these areas as required to maintain the coating system integrity and provide desired protection.

1.3 SUBMITTALS

A. Product Data: Submit manufacturer's technical information including basic materials analysis and application instructions for each coating material specified.

1. List each material and cross-reference to the specific coating and finish system and application. Identify each material by the manufacturer's catalog number and general classification.
2. In the event that the submittal requests a substitution then the following ASTM test results from an independent testing laboratory for the referenced products shall be included:

ASTM B 117 Salt Fog
ASTM D 3359 (Method A and B) Adhesion Test
ASTM G8, Method A Cathodic Disbondment
ASTM D 4541 (Elcometer)
ASTM D 4060 Taber Abrasion
ASTM D 522 (Conical Mandrel)
ASTM D 3363 Pencil Hardness
ASTM D 2794 Impact
ASTM G 53 QUV Exposure
ASTM D 2240 Durometer, Shore D
ASTM D 870 Immersion (Potable Water)
ASTM E 96 Moisture Vapor Transmission
ASTM D 2370 Tensile Strength and Elongation
ASTM D 638 Tear Strength

B. Manufacturer's representative color and texture sample cards shall be submitted to the Engineer at least 30 days prior to paint application. Contractor shall coordinate work so as to allow sufficient time for paint to be delivered to the job site.

1.4 QUALITY ASSURANCE

A. Single Source Responsibility: Provide primers and other undercoat material produced by the same manufacturer as the finish coats. Use only thinners recommended by the manufacturer, and only within recommended limits.

B. Coordination of Work: Review other sections of these specifications in which other coatings are to be provided to ensure compatibility of the total coatings systems for various substrates.

1. Upon request, furnish information on the characteristics of pre-primed materials, to ensure that provisions for specified finish coats can be appropriately applied.
2. Notify the Engineer of any anticipated problems involved in using the coatings systems as specified.

1.5 DELIVERY, STORAGE AND HANDLING

A. Deliver materials to the job site in the manufacturer's original, new, unopened packages and containers bearing manufacturer's name and label and the following information:

1. Name or title of material.
2. Federal Specification number, if applicable.
3. Manufacturer's stock number and date of manufacture.
4. Manufacturer's name.
5. Contents by volume, for major pigment and vehicle constituents.
6. Thinning instructions.
7. Application instructions.
8. Color name and number.
9. Handling instructions and precautions.

B. Store materials not in actual use in tightly covered containers at a minimum ambient temperature of 45 deg. F (7 deg. C) in a well ventilated area. Maintain containers used in storage of coatings in a clean condition, free of foreign materials and residue.

1. Protect from freezing where necessary. Keep storage area neat and orderly. Remove oily rags and waste daily. Take all necessary precautionary measures to ensure that workmen and work areas are adequately protected from fire hazards and health hazards resulting from handling, mixing and application of stains.

C. No material shall be applied unless the containers are opened in the presence of the Owner's Representative.

1.6 PROJECT CONDITIONS

A. Apply coatings only when the temperature of surfaces to be coated and surrounding air temperatures are above 45 deg. F (7 deg. C), unless otherwise permitted by manufacturer's printed instructions.

B. Do not apply coatings in snow, rain, fog or mist, or when the relative humidity exceeds 85%, or to damp or wet surfaces unless otherwise permitted by manufacturer's printed instructions. Allow wet surfaces to dry thoroughly and attain the temperature and conditions specified before proceeding with or continuing with the coating operation.

1. Work may continue during inclement weather only if areas and surfaces to be coated are enclosed and the temperature within the area can be maintained within limits specified by the manufacturer during application and drying periods.

C. Report to responsible person such as safety personnel, General Trades Superintendent, etc., any condition which may pose a threat to the health and welfare of employees.

D. Keep working area clean and safe.

E. Obey all job site rules and regulations.

F. Surfaces not to be painted; unless specifically stated otherwise:

1. Face brick
2. Pre-finished wall panels, partitions and ceiling tile
3. Items with acceptable factory-applied final finish
4. Concealed ducts, pipes and conduit.
5. Glass, Aluminum, Copper, Bronze, Stainless Steel

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Manufacturers: Subject to compliance with requirements, provide products of one of the following:
1. Tnemec Company, Inc., North Kansas City, Missouri
2. Carboline Company, At. Louis, Missouri
3. Sherwin Williams Company, Cleveland, Ohio

B. Material Quality: Provide the best quality grade of the various types of coatings as regularly manufactured by acceptable coating manufacturers. Materials not displaying manufacturer's identification as a standard, best-grade product will not be acceptable.

C. Proprietary names to designate colors or materials are not intended to imply that products of named manufacturers are required to the exclusion of equivalent products of other manufacturers.

D. Request for substitution shall include manufacturer's literature for each product giving the name, product number, generic type, descriptive information, solids by volume, recommended dry film thickness and certified test reports showing results to equal the performance criteria of the products listed herein.

2.2 COATING SYSTEMS

A. Ferrous Metal:

1. Submerged, Non-Potable

Surface Preparation:	SSPC-SP10 Near White Blast
First Coat:	Tnemec Series N69 Hi-Build Epoxoline II @ 3.0-5.0 mils dry
	Carboline Carboguard 890 @ 3.0 - 5.0 DFT
	Sherwin Williams Dura-Plate 235 at 3.0-5.0 mils DFT
Second Coat:	Tnemec Series N69 Hi-Build Epoxoline II @ 6.0-8.0 mils dry
	Carboline Carboguard 890 @ 4.0 - 6.0 DFT
	Sherwin Williams Dura-Plate 235 at 5.0-8.0 mils DFT

NOTE: If shop primed, field surface preparation for weld seams and abraded areas is SSPC-SP-10 and spot prime with Series 161 @ 3-5 mils dry or Carboline Carboguard 890 @ 3.0 - 5.0 DFT or Sherwin Williams Dura-Plate 235 @3.0-5.0 mils DFT.

2. Non-Submerged, Interior Exposure

Surface Preparation:	SSPC-SP6 Commercial Blast
First Coat:	Tnemec Series N69 Hi-Build Epoxoline II @ 3.0-5.0 mils dry
	Carboline Carboguard 60 @ 3.0 - 5.0 DFT
	Sherwin Williams Macropoxy 646 at 3.0-5.0 mils DFT
Second Coat:	Tnemec Series N69 Hi-Build Epoxoline II @ 4.0-6.0 mils dry
	Carboline Carboguard 60 @ 4.0 - 6.0 DFT
	Sherwin Williams Macropoxy 646 at 4.0-6.0 mils DFT

NOTE: If shop primed, field surface preparation for weld seams and abraded areas is SSPC-SP-10 and spot prime with Series N69 @ 3-5 mils dry or Carboline Carboguard 60 @ 3.0 - 5.0 DFT or Sherwin Williams Macropoxy 646 at 3.0-5.0 mils DFT.

3. Non-Submerged, Exterior Exposure
   Surface Preparation: SSPC-SP6 Commercial Blast
   First Coat: Tnemec Series N69 Hi-Build Epoxoline II @ 3.0-5.0 mils dry
   Carboline Carboguard 60 @ 3.0 - 5.0 DFT
   Sherwin Williams Macropoxy 646 at 3.0-5.0 mils DFT
   Second Coat: Tnemec Series 1075 Endura-Shield II @ 2.0-4.0 mils dry
   Carboline Carbothane 133 LH @ 3.0 - 5.0 DFT
   Sherwin Williams Acrolon 218 HS or Hi-Solids Polyurethane at 3.0-5.0 mils DFT

NOTE: If shop primed, field surface preparation for weld seams and abraded areas is SSPC-SP-6 and spot prime with Series N69 @ 3-5 mils dry or Carboline Carboguard 60 @ 3.0 - 5.0 DFT or Sherwin Williams Macropoxy 646 at 3.0-5.0 mils DFT.

4. Galvanized Steel (including Bar Joist and Galvanized Steel)
   Surface Preparation: SSPC-SPI Solvent Clean on galvanized surfaces.
   SSPC-SP7 Brush-Off blast to lightly profile surface.
   First Coat: N69 Hi-Build Epoxoline II @ 2.0-4.0 mils dry
   Carboline Carboguard 888 @ 3.0 - 4.0 DFT
   Sherwin Williams Macropoxy 646 at 3.0-4.0 mils DFT

B. Non-Ferrous Metals:

1. Interior Exposure
   Surface Preparation: SSPC-SP1 Solvent Clean and Scarify per SSPC-SP 3
   First Coat: Tnemec Series N69 Hi-Build Epoxoline II @ 2.0-3.0 mils dry
   Carboline Carboguard 60 @ 3.0 - 5.0 DFT
   Sherwin Williams Macropoxy 646 at 3.0-5.0 mils DFT
   Second Coat: Tnemec Series N69 Hi-Build Epoxoline II @ 3.0-5.0 mils dry
   Carboline Carboguard 60 @ 3.0 - 5.0 DFT
   Sherwin Williams Macropoxy 646 at 3.0-5.0 mils DFT

2. Exterior Exposure
   Surface Preparation: SSPC-SP1 Solvent Clean and Scarify per SSPC-SP 3
   First Coat: Tnemec Series N69 Hi-Build Epoxoline II @ 2.0-3.0 mils dry Carboline Carboguard 60 @ 3.0 - 5.0 DFT
   Sherwin Williams Macropoxy 646 at 3.0-5.0 mils DFT
   Second Coat: Tnemec Series 1075 Endura-Shield @ 2.0-4.0 mils dry
   Carboline Carbothane 133 LH @ 3.0 - 5.0 DFT
   Sherwin Williams Acrolon 218 HS or Hi-Solids Polyurethane at 3.0-5.0 mils DFT

C. Wood
   Surface Preparation: Clean and dry
   First Coat: Tnemec Series 36-603 Undercoater @ 300 sq.ft. per gal.
   Carboline Carbocrylic 120 @ 1.0 - 2.0 DFT

	Sherwin Williams Multi Purpose Primer at 1.0-2.0 mils DFT
Second Coat:	Tnemec Series 23 Enduratone @ 400 sq.ft. per gal. Carboline Carbocoat 8215 @ 400 sq. ft. per gal. Sherwin Williams Pro Mar 200 Alkyd at 400 sqft per gal
Third Coat	Tnemec Series 23 Enduratone @ 400 sq.ft. per gal. Carboline Carbocoat 8215 @ 400 sq. ft. per gal. Sherwin Williams Pro Mar 200 Alkyd at 400 sqft per gal

D. PVC Pipe

Surface Preparation:	Lightly sand
First Coat:	Tnemec Series N69 Hi-Build Epoxoline II @ 200 sq.ft. per gal. Carboline Carboguard 60 @ 200 sq. ft. per gal. Sherwin Williams Macropoxy 646 at 200 sqft per gal

2.3 COLOR CODING AND PROCESS SYSTEM IDENTIFICATION

A. The following color coding is suggested for **wastewater** transport and treatment systems. Color coding for processing piping, equipment and appurtenances is a suggested system unless otherwise specified or requested by Owner. Final coding to be determined in the field:

1. Equipment - light gray with O.S.H.A. orange coupling guards and O.S.H.A. yellow belt guards.
2. Pipe Supports - hangers to be same color as piping applied, floor post to be same as adjacent wall color, and fabricated racks to be manufacturer's standard protective finish or paint same as adjacent wall color if not having a suitable protective finish.
3. Process piping-exposed interior or exterior:

    a. Submerged Pipe or Supports - Black
    b. Intermittently Submerged Metals - Black (unless piping as defined otherwise)
    c. Raw wastewater - Medium Grey*

    *These colors are recommended as standard by WEF.

C. Miscellaneous, non-process related items such as electrical conduit, duct work, roof drains, etc. are to be properly prepped and finished to match adjacent wall or ceiling color.

1. In situations where two colors do not have sufficient contrast to easily differentiate between them, a six (6) inch band of contrasting color shall be on one of the pipes at approximately thirty (30) inch intervals.

2.4 SURFACE PREPARATION

A. General:

1. Dislodge dirt, rust, plaster nibs, mortar spatter and other dry material by scraping or brushing. Remove dust and loose material by brushing, sweeping, vacuuming or blowing with high-pressure air.
2. Remove oil, wax and grease by scraping off heavy deposits and cleaning with mineral spirits or a hot trisodium phosphate solution followed by a water rinse.
3. Verify that surfaces to be coated are dry, clean and free of dust, dirt, oil, wax grease or other contaminants.

B. Non-Ferrous Metal:

1. SSPC-SPI solvent cleaning to remove all contaminants.

C. Ferrous Metal:

1. Enclosed: Remove loose rust, mill scale and other foreign matter by hand (SSPC-SP2) or power tool (SSPC-SP3) cleaning and apply specified coating before rusting occurs.
2. Non-Submerged, Architecturally Exposed: Society of Protective Coatings, SSPC-SP6 Commercial Blast.
3. Submerged Steel: Society of Protective Coatings, SSPC-SP10 Near White Blast.

D. Galvanized Metal:

1. Remove contaminants and protective mill coating by SSPC-SP1 Solvent Cleaning or steam cleaning. All surfaces shall be prepared by light brush blasting to achieve a minimum 1.0 mil abrasive blast profile

E. Wood:

1. Remove surface deposits of sap and pitch by scraping and cleaning with mineral spirits.
2. Seal knots and pitch pockets with a product manufactured for this specific purpose.
3. Sand rough spots of smooth siding and finish woodwork.
4. After prime coat is dry, fill cracks, holes and scratches with suitable wood filler or spackling compound and when dry, sand flush with surface.
5. Sand lightly between coats.

PART 3 - EXECUTION

3.1 PRE-WORK INSPECTION

A. Examine surfaces to be coated and report conditions that would adversely affect appearance or performance of coating systems and which cannot be put into an acceptable condition by preparatory work specified in Paragraph 3.2.

B. Do not proceed with surface preparation and application until surface is acceptable or authorization to proceed is given by the Owner's representative.

3.2 SURFACE PREPARATION

A. General:

1. Dislodge dirt, rust, plaster nibs, mortar spatter and other dry material by scraping or brushing. Remove dust and loose material by brushing, sweeping, vacuuming or blowing with high-pressure air.
2. Remove oil, wax and grease by scraping off heavy deposits and cleaning with mineral spirits or a hot trisodium phosphate solution followed by a water rinse.
3. Verify that surfaces to be coated are dry, clean and free of dust, dirt, oil, wax grease or other contaminants.

B. Non-Ferrous Metal:

1. SSPC-SPI solvent cleaning to remove all contaminants.

C. Ferrous Metal:

1. Enclosed: Remove loose rust, mill scale and other foreign matter by hand (SSPC-SP2) or power tool (SSPC-SP3) cleaning and apply specified coating before rusting occurs.
2. Non-Submerged, Architecturally Exposed: Society of Protective Coatings, SSPC-SP6 Commercial Blast.
3. Submerged Steel: Society of Protective Coatings, SSPC-SP10 Near White Blast.

D. Galvanized Metal:

1. Remove contaminants and protective mill coating by SSPC-SP1 Solvent Cleaning or steam cleaning. All surfaces shall be prepared by light brush blasting to achieve a minimum 1.0 mil abrasive blast profile

E. Wood:

1. Remove surface deposits of sap and pitch by scraping and cleaning with mineral spirits.
2. Seal knots and pitch pockets with a product manufactured for this specific purpose.
3. Sand rough spots of smooth siding and finish woodwork.
4. After prime coat is dry, fill cracks, holes and scratches with suitable wood filler or spackling compound and when dry, sand flush with surface.
5. Sand lightly between coats.

3.3 APPLICATION

A. General: Apply special coatings by brush, roller, spray, squeegee, or other applicators in accordance with the manufacturer's directions. Brushes best suited for the type of

material being applied. Use rollers of carpet, velvet back, or high-pile sheep's wool as recommended by the manufacturer for the material and texture required.

1. Coating colors, surfaces treatments and finishes are indicated in the "Schedules" of the contract documents.
2. Provide finish coats that are compatible with the primers used.
3. The number of coats and coating film thickness required is the same regardless of the application method. Do not apply succeeding coats until the previous coat has cured as recommended by the coating manufacturer. Sand between coating applications where sanding is required to produce an even smooth surface in accordance with the coating manufacturer's directions.
4. Coat surfaces behind movable equipment and furniture the same as similar exposed surfaces.
5. Coat the back sides of access panels, removable or hinged covers, and similar hinged items, to match exposed surfaces.

B. Minimum Coating Thickness: Apply each material at not thinner than the manufacturer's recommended spreading rate. Provide a total dry film thickness of the entire coating system as recommended by the manufacturer.

C. Prime Coats: Before the application of finish coats, apply a prime coat, as recommended by the coating manufacturer, to material that is required to be painted or finished, and which has not been prime coated by others.

1. Recoat primed and sealed substrates where there is evidence of suction spots or unsealed areas in the first coat, to assure a finish coat with no burn-through or other defects due to insufficient sealing.

D. Brush Application: Brush-out and work brush coats into surfaces in an even film. Eliminate cloudiness, spotting, holidays, laps, brush marks, runs, sags, ropiness, or other surface imperfections. Neatly draw glass lines and color breaks.

1. Apply primers and first coats by brush unless the manufacturer's instructions permit use of mechanical applicators.

E. Mechanical Applications: Use mechanical methods for coating application when permitted by the coating manufacturer's recommendations, governing ordinances, and trade union regulations.

1. Wherever spray application is used, apply each coat to provide the equivalent hiding of brush-applied coats. Do not double-back with spray equipment building-up film thickness of 2 coats in one pass, unless recommended by the coating manufacturer.

F. Completed Work: Match approved samples for color, texture and coverage. Remove, refinish or recoat work not in compliance with specified requirements.

G. Spray application will not be permitted for the Primary Clarifier Painting bid item.

3.4 INSPECTION

A. Request acceptance of each coat before applying succeeding coats.

B. The Contractor shall furnish the Engineer a suitable thickness detector of a type recommended by the paint manufacturer.

C. Any field painting found to be defective shall be removed and the surfaces repainted as the Engineer may direct at no additional cost to the Owner.

D. Before final approval of the work, all damaged surfaces of paint (field or factory applied) shall be cleaned and repainted or touched up as directed.

3.5 FIELD QUALITY CONTROL

A. The Owner reserves the right to invoke the following material testing procedure at any time, and at any number of times during the period when coating operations are being conducted.

1. The Owner will engage the services of an independent testing laboratory to sample the coating being used. Samples of material delivered to project site will be taken, identified and sealed, and certified in the presence of the Contractor.
2. The testing laboratory will perform appropriate tests for any or all of the following characteristics as required by the Owner:
   a. Quantitative materials analysis.
   b. Absorption.
   c. Accelerated weathering.

3.6 CLEANING

A. Clean-Up: At the end of each work day during progress of work, remove rubbish, empty cans, rags and other discarded materials from the site.

1. Upon completion of the work, clean window glass and other spattered surfaces. Remove spattered coatings by washing, scraping or other proper methods, using care not to scratch or otherwise damage adjacent finished surfaces.

3.7 PROTECTION

A. Protect work of other trades, whether to be coated or not, against damage from coating operations. Correct damage by cleaning, repairing or replacing, and recoating as acceptable to the Engineer. Leave the work in an undamaged condition.

B. Provide "Wet Paint" signs as required to protect newly-coated finishes. Remove temporary protective wrappings provided by others for protection of their work, after completion of coating operations.

1. At completion of the work of other trades, touch-up and restore damaged or defaced coated surfaces.

SECTION 310000 - EARTHWORK

PART 1 - GENERAL

1.1 SUMMARY

A. The Work covered by this Section shall include all excavation, trenching and related work for the construction of the designated structures and pipelines, backfill and other incidental work.

B. The Work covered by this Section consists of:

1. making all necessary excavations for the construction of all Work;
2. preparing subgrade for foundations, slabs, walks, and pavements;
3. doing all pumping, fluming, and dewatering necessary to keep the trenches and other excavation free from water;
4. providing for uninterrupted flow of existing drains and sewers, and the disposal of water from any sources during the progress of the Work;
5. supporting and protecting all trench walls, structures, pipes, conduits, culverts, posts, poles, wires, fences, buildings and other public and private property adjacent to the Work;
6. removing and replacing existing sewers, culverts, pipelines and bulkheads where necessary;
7. removing after completion of the Work all sheeting and shoring or other soil support materials not necessary to support the sides of trenches;
8. removing and disposing all surplus excavated material;
9. doing all backfilling and grading, of compacting backfill to limits specified or ordered by the Engineer;
10. restoring all property damaged as a result of the Work involved in this Contract.

C. The Work includes transporting surplus excavated materials not needed for backfill at the location where the excavation is made, to other parts of the Work where filling is required, and disposal of all types of surplus material off the site.

D. The Work includes low strength mortar backfill material intended for use in backfilling as shown on the Drawings.

1.2 RELATED DOCUMENTS AND SECTIONS

A. Section 013319 – Field Test Reporting

B. Section 015000.00 - Temporary Facilities and Controls

1.3 DEFINITIONS

A. Backfill: Soil or granular materials used to fill an excavation.
   1. Initial Backfill: Backfill placed beside and over pipe in a trench, not including haunches to support sides of pipe.
   2. Final Backfill: Backfill placed over initial backfill to fill a trench.

B. Bedding: Layer placed over the excavated subgrade in a trench before laying pipe.

C. Borrow: Satisfactory soil imported for use as fill or backfill.

D. Excavation: Removal and disposal of material encountered above subgrade or foundation elevations.

   1. Additional Excavation: Excavation below subgrade or foundation elevations as directed by Engineer.
   2. Trench: Narrow linear excavation
   3. Unauthorized Excavation: Excavation below subgrade or foundation elevations or beyond indicated dimensions without direction by Engineer. Unauthorized excavation, as well as remedial work directed by Engineer, shall be without additional compensation.
   4. Unclassified Excavation: Excavation to subgrade elevations regardless of the character of surface or subsurface conditions encountered, including rock, soil materials and obstructions.

E. Embankment: A structure consisting of soil, granular material, shale, rock, or other approved material, constructed in layers to a predetermined elevation and cross-section.

F. Granular materials: Natural aggregate, such as broken or crushed rock, gravel, or sand that can be readily incorporated into an 8-inch layer, and in which at least 65% by weight of the grains or particles are retained in a No. 200 sieve.

G. Laboratory Dry Weight: The maximum laboratory dry weight shall be the weight provided by the laboratory when the sample is tested in accordance with ASTM D-698 Method A, C, or D.

H. Optimum Moisture: The water content at which the maximum density is produced in a soil by a given compaction effort (ASTM D-698).

I. Pavement Prism: Also referred to as the zone of influence. The area below a line drawn 45 degrees to the horizontal from the surface at the edge of pavement, sidewalk or curb.

J. Pipe Embedment: The material placed in a trench surrounding a pipe or conduit consisting of the foundation, bedding, haunching, and initial backfill.

K. Rock: Rock material in beds, ledges, unstratified masses, and conglomerate deposits and boulders of rock material one (1) cu. yd. or more in volume that when tested by an independent geotechnical testing agency, according to ASTM D 1586, exceeds a standard penetration resistance of 100 blows/2 inches.

L. Shale: Laminated material, formed by the consolidation in nature of soil, having a finely stratified structure. For the purpose of these specifications, the following bedrock types shall also be considered shale: mudstone, claystone, siltstone and hard clay.

M. Soil: All earth materials, organic or inorganic, which have resulted from natural processes such as weathering, decay, and chemical reaction.

N. Structures: Buildings, footings, foundations, retaining walls, slabs, tanks, curbs, pavement, mechanical and electrical appurtenances, or other man-made stationary features constructed above or below the ground surface.

O. Subgrade: Surface or elevation remaining after completing excavation, or top surface of a fill or backfill immediately below subbase, drainage course, or topsoil materials.

P. Utilities: On-site underground pipes, conduits, ducts, and cables, as well as underground services within buildings.

1.4 SUBMITTALS

A. Comply with all provisions of Section 013300, Shop Drawings and Submittals.

B. Product Data: For the following:

1. Source-locations of all materials shall be identified to the Engineer.
2. Source quality laboratory test of all fill materials as required to show compliance with material specifications.

C. Shop Drawings: Submit information for the following items:

1. Sheeting and bracing
2. Dewatering system and standby equipment
3. Excavation procedures

1.5 REFERENCES

A. AASHTO M 43 Standard Specification for Size of Aggregate for Road and Bridge Construction

B. ASTM C-150 Standard Specification for Portland Cement

C. ASTM C-618 Standard Specification for Fly Ash and Raw or Calcined Natural Pozzolan for Use as a Mineral Admixture in Portland Cement Concrete

D. ASTM D-698 Standard Test Methods for Moisture-Density Relations of Soils and Soil-Aggregate Mixtures Using 5.5-lb (2.49-kg) Rammer and 12-in. (305-mm) Drop

E. ASTM D-1586 Standard Method for Penetration Test and Split-Barrel Sampling of Soils

F. ASTM D-2487 Standard Test Method for Classification of Soils for Engineering Purposes

G. ASTM D-2940 Standard Specification for Graded Aggregate Material for Bases or Subbases for Highways or Airports

H. ASTM D-4253 Standard Test Method for Maximum Index Density and Unit Weight of Soils Using a Vibratory Table

I. ASTM D-4254 Standard Test Method for Minimum Index Density and Unit Weight of Soils and Calculation of Relative Density

J. State of Ohio - Department of Transportation - Construction and Material Specifications, Item 304, Aggregate Base.

K. State of Ohio - Department of Transportation - Construction and Material Specifications, Material Detail 703.16, Suitable Materials for Embankment Construction.

L. State of Ohio - Department of Transportation - Construction and Material Specifications, Material Detail 703.02.A.2, Fine Aggregate for Portland Cement Concrete

1.6 QUALITY ASSURANCE

A. Obtain permit from EPA under National Pollutant Discharge Elimination System (NPDES) for stormwater discharge from Site.

B. Licensed Professionals Qualifications: Professional Engineer experienced in design of specified Work and licensed in State of Ohio.

1.7 PROJECT CONDITIONS

A. Existing Conditions

1. Existing ground elevations of the site are shown by figures and/or by contours on the Drawings. The contours and elevations of the present ground are believed to be reasonably correct, but do not purport to be absolutely so,

and, together with any schedule of quantities, are presented only as an approximation. The Contractor shall satisfy himself, however, by actual examination on the site of the Work, as to the existing elevations and contours, and the amount of work required.

B. Existing Utilities

1. Do not interrupt utilities serving facilities occupied by Owner or others unless permitted in writing by Engineer and then only after arranging to provide temporary utility services according to requirements indicated.
2. Notify Engineer not less than two days in advance of proposed utility interruptions.
3. Do not proceed with utility interruptions without Engineer's written permission.
4. Contact utility-locator service for area where Project is located before excavating.

1.8 TESTING

A. Earthwork

1. Special backfill material sieve analysis per ASTM C-136, one test per source.
2. On-site trench backfill analysis per ASTM D-2487, as directed by Engineer.
3. Pipe bedding and cover sieve analysis per ASTM C-136, one test per source.
4. Drainage fill sieve analysis per ASTM C-136, one test per source.
5. Soil compaction per ASTM D-698.

    a. Embankment testing shall be at least one (1) test/5,000 S.F. of each lift;
    b. Trench backfill testing shall be at least one (1) test/50 L.F. of each lift;
    c. Subgrade and/or subbase testing shall be at least one (1) test/200 L.F. of pavement or 5,000 S.F. of slabs subject to greater frequency due to soil conditions or Engineer’s direction.

6. Backfill compaction per ASTM D-4253 and D-4254, one test per 50 L.F. of each lift.
7. Low Strength Mortar testing per ASTM D-4832.

1.9 PROHIBITION OF EXPLOSIVES

A. The use of explosives is not permitted.

1.10 FIELD MEASUREMENTS

A. The Contract Drawings may indicate locations where certain utilities, structures or facilities might possibly interfere with the installation of new improvements. The Contractor shall dig such exploratory test pits as may be necessary to determine the exact location and elevation of the indicated subsurface structure and shall make acceptable provision for their protection, support and maintenance in operation. The Engineer shall be provided advance notification when and where excavation for test pits will take place. The Contractor shall provide the Engineer a record of field locations of all listed utilities, structures or facilities a minimum of five (5) days prior to initiating construction of the project. Locations and elevations are to be provided by a Surveyor registered in the State of Ohio.

PART 2 - PRODUCTS

2.1 GRANULAR PIPE EMBEDMENT

A. Crushed gravel or crushed limestone meeting AASHTO M 43 gradation shall be used for bedding, haunching, and initial backfill as shown on the Drawings.

2.2 SAND PIPE EMBEDMENT

A. Fine aggregate consisting of natural sand meeting the gradation requirements of ODOT Item 703.02.A.2 or shown on the Drawings. The material shall not be lumpy or frozen, and shall be free from slag, cinders, ashes, rubbish, and other deleterious or objectionable material. Sand shall not contain a total of more than 10% by weight of loam and clay.

2.3 ONSITE BACKFILL

A. Excavated soil material, capable of meeting specified compaction, and approved by the Engineer for use as backfill in designated locations.

B. Based upon subsurface investigation, the Owner does not guarantee the onsite soils in its present state consists of the proper moisture content to achieve the specified compaction without drying or adding water.

C. Unsuitable Backfill Material

1. Onsite materials that are unsuitable for backfill, unless otherwise specifically shown in the Drawings, include rock or other materials greater than six (6) inches in their largest dimension, pavement, rubbish, debris, wood, metal, plastic, frozen earth, and the following soils classified per ASTM D-2487:

Symbol	Description
OL	Organic silts and organic silty clays of low plasticity
MH	Inorganic silts, micaceous or diatomaceous fine sands or silts, elastic silts
CH	Inorganic clays of high plasticity, fat clays
OH	Organic clays of medium to high plasticity
PT	Peat, muck, and other highly organic soils

2.4 SPECIAL BACKFILL MATERIAL (ODOT Item 304)

A. Special backfill material shall meet the gradation requirements of ODOT Item 304 and shall consist of crushed gravel or crushed limestone in combination with natural sand or stone. The aggregate shall meet the following gradation requirements:

Sieve	Total Percent Passing
2 inch	100
1 inch	70-100
¾ inch	50-90
No. 4	30-60
No. 30	9-33
No. 200	0-15

2.5 LOW STRENGTH MORTAR BACKFILL

A. Low Strength Mortar shall comply with ODOT Item 613.

B. Submit test data that demonstrates that the proposed mix has a strength of 50 to 100 PSI at 28 days.

C. Each load shall be tested with 3 cylinders for strength test broken at 3, 7, and 28 days until the Engineer is assured that the mix will be between 50 to 100 PSI at 28 days. Thereafter, one set of strength tests shall be taken every 50 CY.

It is intended that the sand be fine enough to stay in suspension in the mixture to the extent required for proper flow. The Engineer reserves the right to reject the sand if a flowable mixture cannot be produced.

D. Mortar Mix Proportioning

1. The initial trial mixture shall be as follows:

Quantity of Dry Materials per Cubic Yard

Cement	100 lbs.
Fly Ash	250 lbs.
Sand (SSD)*	2700 lbs.
Water	500 lbs.

* saturated-surface dry

2. These quantities of materials are expected to yield approximately l cubic yard of mortar of the proper consistency. Adjustments of the proportions may be made providing the total absolute volume of the materials is maintained.

2.6 ENGINEERED FILL

A. Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D 2940. The aggregate shall meet the following gradation requirements:

Sieve	Total Percent Passing
2 inch	100
1½ inch	95-100
¾ inch	70-92
3/8 inch	50-70
No. 4	35-55
No. 30	12-25
No. 200	0-8

PART 3 - EXECUTION

3.1 PROTECTION

A. Excavation; Temporary Sheeting, Shoring, and Bracing

1. All excavation shall be in accordance with the Occupation Safety and Health Administration (OSHA) regulations.
2. The Contractor shall furnish and install adequate sheeting, shoring, and bracing to maintain safe working conditions, and to protect newly built work and all adjacent neighboring structures from damage by settlement.
3. Bracing shall be arranged so as not to place a strain on portions of completed work until construction has proceeded enough to provide ample strength. Sheeting and bracing may be withdrawn and removed at the time of backfilling, but the Contractor shall be responsible for all damage to newly built work and adjacent and neighboring structures.
4. All sheeting shall be removed unless specifically authorized in writing by the Engineer to be left in place.

B. Construction Sheeting Left in Place

1. The Contractor shall furnish, install, and leave in place construction sheeting and bracing when specified or when indicated or shown on the Drawings.
2. Any construction sheeting and bracing which the Contractor has placed to facilitate his work may be ordered in writing by the Engineer to be left in place. The right of the Engineer to order sheeting and bracing left in place shall not be construed as creating an obligation on his part to issue such orders. Failure of the Engineer to order sheeting and bracing left in place shall not relieve the Contractor of his responsibility under this Contract.

C. Field Quality Control

1. Owner or Engineer may check compaction of the backfill at anytime

D. Protection of Existing Utilities

1. Uncover and determine the elevation, size and materials of existing underground utilities along the route of construction, as shown on Drawings or marked at the time of construction by the Utility Owner, at least 200 feet in advance of pipe installation.
2. Adequately support, shore up, or otherwise protect underground utilities whenever exposed in the trench. Extend supports a minimum of 12 inches into undisturbed earth each side of trench. Band or tie utility to bridging for its full length. Where binding cannot be supported by a firm foundation, provide vertical support, including any lateral bracing necessary to provide firm support.
3. Above ground (aerial) utilities, including power, telephone and cable television, shall remain in service at all times. Any anticipated disruption of service shall be with the full knowledge of the Utility Company and required advance notice to affected users. Removal of guy wires and holding of poles shall be done as required to complete the Work, shall be as agreed upon by the Utility Company and Contractor, and shall be at the expense of the Contractor.
4. Arbitrary disruption of underground and aerial utility services will not be permitted.

E. Trench Protection

1. Provide trench protection using a trench box, wood sheeting and bracing, or such other method as determined by Contractor to maintain a stable excavation and comply with applicable Laws and Regulations.
2. For wood sheeting and bracing use sound lumber suitable for the purpose intended, and arrange so as to support the trench walls and existing structures and utilities. Cut off sheeting to be left in place not less than 18 inches below ground surface.
3. Where necessary to drive sheeting below the pipe bottom, drive sheeting to an elevation as determined by Engineer and leave such sheeting in place from a point 3 feet above the top of the buried utilities.

F. Tank Excavation

1. Prevent displacement or loose soil from falling into foundation excavation; maintain soil stability.
2. Protect bottom of excavations and soil adjacent to and beneath foundation from freezing.

3.2 REPLACING, MOVING AND REPAIRING OF EXISTING UTILITIES

A. The Contractor shall:

1. replace, move, repair and maintain all utilities and all other structures encountered in the work
2. coordinate and communicate with applicable utility companies
3. repair all damage done to any of the said structures and appurtenances through his acts or neglect and shall keep them in repair during the life of this contract. The Contractor shall in all cases leave them in as good condition as they were previous to the commencement of the work and to the satisfaction of the Engineer.

3.3 DEWATERING

A. Drainage and Removal of Water

1. The Contractor shall dispose of water from the Work in a suitable manner without damage to adjacent property or structures.
2. The Contractor shall, when ordered by the Engineer, construct tight bulkheads across trench and provide pumps suitable for the removal of any water which may be encountered or which may accumulate in the trenches. Unless otherwise provided for in the Contract Documents, drainage water will not be permitted to flow through the conduit.
3. The trench shall be kept free from sewage and storm, surface, and subsurface water to at least 2 feet below the bottom of the excavation.
4. Where open water courses, ditches, or drain pipes are encountered during the progress of the Work, the Contractor shall provide protection and securing of the continuous flow in such courses or drains and shall repair any damage that may be done to them.

3.4 EXCAVATION CLASSIFICATION

A. All excavated materials are unclassified as defined in Article 1.3.

3.5 GENERAL EXCAVATION

A. All necessary excavation for buildings, structures, pavements, and site improvements shall be performed to accommodate the completion of all related Contract Work.

B. The Drawings show the horizontal and the lower limits of structures. The methods and equipment used by the Contractor when approaching the bottom limits of excavation shall be selected to provide a smooth surface and to prevent disturbing the soil below the bottom limits of excavation. All soil loosened during excavation shall be removed from the bottom of the excavation.

C. Conform to elevations and dimensions shown within a tolerance of plus or minus 0.10 feet, and extending a sufficient distance from footings and foundations to permit placing and removal of concrete formwork, installation of services, other construction, and for inspection.

D. Excavation which is carried below the bottom limits of structures shall be classified as Unauthorized Excavation, unless said excavation below bottom limits of structures has been authorized by the Engineer prior to each occurrence.

3.6 TRENCH EXCAVATION

A. Excavation for trenches in which pipelines, sewers, and conduits are to be installed shall provide adequate space for workmen to space and joint pipe properly, but in every case the trench shall be kept to a minimum width. The width of trench shall not exceed the limits shown on the Drawings.

B. Excavation shall be to the depth necessary for placing of granular bedding material under the pipe as shown on the Drawings. If over-excavation occurs, the trench bottom shall be filled to grade with compacted granular bedding material.

C. Trenching operations shall not be performed beyond the distance that will be backfilled and compacted the same day.

D. In general, backfilling shall begin as soon as the conduit is in approved condition to receive it and shall be carried to completion as rapidly as possible. New trenching shall not be started when earlier trenches need backfilling or the surfaces of streets or other areas need to be restored to a safe and proper condition.

3.7 EXCAVATION OF UNSUITABLE MATERIALS

A. Unsuitable materials existing below the Contract bottom limits for excavation shall be removed as directed by the Engineer. Such excavation shall not exceed the vertical and lateral limits as prescribed by the Engineer.

B. In utility trenches, the voids left by removal of unsuitable excavated material shall be filled with AASHTO M 43 No. 1 and No. 2 aggregate conforming to the material requirements of Article 2.1 of this Section.

C. In excavations other than utility trenches, the voids left by removal of unsuitable excavated material shall be filled with material consisting or either: (1) Special Backfill Material; (2) Class B concrete; or (3) Low Strength Mortar Backfill, whichever is ordered by the Engineer.

D. Removal of unsuitable excavated material and its replacement as directed will be paid on basis of Contract Conditions relative to Changes in Work unless specific unit prices have been established for excavation of unsuitable material.

3.8 DISPOSAL OF UNSUITABLE AND SURPLUS MATERIAL

A. It shall be the responsibility of the Contractor to dispose of all surplus material that cannot be used in backfill or embankments at his expense outside the limits of the project. Unsuitable excavated material, including rock or large boulders, shall be disposed of outside the limits of the project.

B. Surplus material may be wasted adjacent to or incorporated in the regular construction only when ordered in writing by the Engineer.

3.9 BACKFILL

A. Pipelines, Sewers and Conduits

1. All pipe shall have bedding extending the width of the trench with depth in conformance with the Drawings. The bedding material shall be thoroughly compacted by tamping until no further densification is possible.
2. Pipe cover material shall be used for filling above the pipe bedding along the sides of the pipe and to a height of twelve (12) inches over the top of the pipe. The pipe cover material shall be brought up evenly on both sides of the pipe to eliminate the possibility of lateral displacement of the pipe and shall be thoroughly compacted by tamping until no further densification is possible. Care shall be taken to spade the aggregate under the pipe haunch below the spring line.
3. All trenches and excavations shall be backfilled immediately after pipe is laid therein, unless otherwise directed by the Engineer.
4. After the pipe cover has been placed and compacted around the pipe as specified above, the remainder of the trench may be backfilled by machine. The backfill material shall be deposited in eight (8) inch horizontal layers, and each layer shall be thoroughly compacted to the specified density by approved methods before a succeeding layer is placed. In no case will backfilling material from a bucket be allowed to fall directly on a pipe and in all cases the bucket must be lowered so that the shock of the falling earth will not cause damage.
5. Puddling of sand bedding and pipe cover material is acceptable provided an acceptable method for removal of water is provided.

B. Structures

1. Backfilling shall not commence before concrete has attained specified strength. Do not use equipment for backfilling and compaction operations against structures that will overload the structure.
2. Backfilling around and over structures shall be carefully placed and tamped with tools of suitable weight to a point one (1) foot above the top of same.

Additional backfill may be required to protect the structure from damage from heavy equipment. Backfill shall be placed in uniform layers not exceeding eight (8) inches in depth. Each layer shall be placed, then carefully and uniformly compacted to the specified density so as to eliminate the possibility of displacement of the structure.

3. After the backfill has been placed and compacted around the structure to the height specified above, the remainder may be backfilled by machine. The backfill material shall be deposited in eight (8) inch horizontal layers, and each layer shall be thoroughly compacted to the specified density by approved methods before a succeeding layer is placed. In no case will backfilling material from a bucket be allowed to fall directly on a structure, and in all cases the bucket must be lowered so that the shock of the falling earth will not cause damage.

C. Where any new, proposed, or future pavement, driveway, parking lot, curb, curb and gutter, or walk is to be placed over a backfilled area, Special Backfill material shall be used for any portion of the trench falling within the pavement prism.

D. Where it is necessary to undercut or replace existing utility conduits and/or service lines, the excavation beneath such lines shall be backfilled the entire length with approved Granular Pipe Embedment Material compacted in place in eight (8) inch layers to the required density. The approved Granular Pipe Embedment Material shall extend outward from the spring line of the conduit a distance of two (2) feet on either side and thence downward at its natural slope.

3.10 LOW STRENGTH MORTAR BACKFILL

A. Low strength mortar backfill shall be discharged from the mixer as recommended by the supplier and approved by the Engineer.

B. Low strength mortar backfill may be placed in the trench in as few lifts as may be practical.

C. Secure conduit or pipelines before placing low strength mortar backfill to prevent conduits and pipelines from floating during backfilling.

D. For low strength mortar backfill placed against existing structures of unknown strength, backfill material shall be brought up uniformly in maximum 12 inch lifts and allowed to cure for a minimum of 24 hours or until it can carry a person's weight without leaving imprints before the next lift is placed.

D. Low strength mortar backfill shall be brought up to subgrade elevation or the pavement prism, whichever may be applicable.

3.11 SUBGRADE

A. All soil subgrade shall be prepared in accordance with this subsection.

B. Drainage

1. The surface of the subgrade shall be maintained in a smooth condition to prevent ponding of water after rains to insure the thorough drainage of the subgrade surface at all times.

C. Unsuitable Subgrade

1. Where unsuitable subgrade or subgrade not meeting the required bearing capacity is encountered in cuts, due to no fault or neglect of the Contractor, in which satisfactory stability cannot be obtained by moisture control and compaction, the unstable material shall be excavated to the depth required by the Engineer.
2. Suitable material required for the embankment to replace the undercut will be paid on basis of Contract Conditions relative to changes in Work.
3. Where soft subgrade in cuts is due to the failure of the Contractor to maintain adequate surface drainage as required in this article, or is due to any other fault or neglect of the Contractor, the unstable condition shall be corrected as outlined above at no expense to the Owner.

D. Full Width New Pavement Construction

1. After the surface of the subgrade has been shaped to approximate cross section grade, and before any pavement, base or subbase material is placed thereon, the subgrade shall be compacted. When the rolling is completed, all surface irregularities shall be corrected and the surface of the subgrade shall be shaped as necessary to conform to the grade and cross section shown on the Drawings within the tolerance set forth in this Section and shall be so maintained until the overlying course is in place.

3.12 TOLERANCES

A. The Contractor shall check the work under this item with templates, slope boards or other devices satisfactory to the Engineer. The completed work shall conform to the Drawings within the following tolerances:
1. For subgrade, the surface shall at no place vary more than ½ inch from a ten-foot straight edge applied to the surface parallel to the centerline of the pavement, nor more than ½ inch from subgrade elevation established by construction layout stakes.

3.13 CONSTRUCTION WITH MOISTURE AND DENSITY CONTROL

A. All backfill and embankments, except rock embankments, shall be constructed using moisture and density control. All subgrade, except rock and shale in cut sections, shall be constructed using moisture and density control.

B. Backfill, embankment and subgrade material which does not contain sufficient moisture to be compacted in accordance with the requirements of Article 3.17 of this Section shall be sprinkled with water as directed by the Engineer to bring the moisture content to within the range of optimum plus or minus three (3) percent. Water shall be thoroughly incorporated into the material by means of discs or other approved equipment.

C. Backfill, embankment and subgrade material containing excess moisture shall be dried, prior to installation, to a moisture content not greater than three (3) percentage points above optimum, except that for material within the moisture content range specified herein that displays pronounced elasticity or deformation under the action of loaded construction equipment, the moisture content shall be reduced to optimum or below if necessary to secure stability. For subgrade material, these requirements for maximum moisture shall apply at the time of compaction of the subgrade and also at the time of placing pavement or subbase. Drying of wet soil shall be expedited by the use of plows, discs, or by other approved methods when so ordered by the Engineer.

3.14 PROOF ROLLING

A. Proof rolling shall be performed on areas described on the Drawings or as directed by the Engineer.

B. Proof rolling equipment shall consist of a single unit, tandem axle dump truck capable of being loaded to 30,000 pound axle load with a gross vehicle weight of 60,000 pounds. Tire pressure shall be maintained at 90 psi. Loading shall be verified by a certified weight slip.

C. Procedure

1. The designated areas of subgrade, prior to the placing of the overlying course, shall be compacted to requirement of this Section. The Contractor shall be responsible for performing a minimum of two (2) proof rollings of the subgrade, as directed by the Engineer, prior to paving. The first proof rolling shall be performed after the installation of underground improvements and rough grading has been completed. After fine grading and just prior to paving, the subgrade shall be proof rolled again. The proof roller shall operate in a systematic manner so that the number of coverages over all areas can be readily determined and recorded. Maximum spacing shall not exceed six (6) feet.
2. Moisture content of the subgrade at the time of proof rolling shall conform to the requirements of this Section.

3. The equipment shall be operated at the speed directed, but in no case shall the speed exceed five (5) miles per hour, and the normal operating speed shall not be less than two (2) miles per hour.
4. Where the operation of the proof roller shows the subgrade to be unstable or to have non-uniform stability, the Contractor shall correct the unstable areas so that the stability of the subgrade will be uniform and satisfactory. The subgrade shall then be checked for conformance to the plan lines and any irregularities of the surface caused by operation of the proof roller shall be corrected and the subgrade shall be shaped to the plan lines within the tolerances specified in this Section.
5. The proof roll is a subjective test and does not relieve the Contractor of his responsibility under the Contract to provide an acceptable subgrade.
6. If the subgrade fails due to the Contractor using it as a haul road or due to his negligence, the subgrade shall be repaired, retested, and proof rolled again at no additional cost to the Owner.

3.15 COMPACTION REQUIREMENTS

A. The bottom of excavations upon which concrete foundations or structures are to be placed shall be compacted so as to obtain 100% of maximum dry density per ASTM D-698 in the top twelve (12) inches.

B. The top twelve (12) inches of stripped original subgrade and final subgrade shall be compacted to not less than 100% of maximum dry density per ASTM D-698.

1. Subgrade under new, proposed, or future pavement shall be compacted 18 inches beyond the edge of pavement, paved shoulders or paved medians.

C. Compaction of subgrade for sidewalks (regardless of paving material) shall be 100% of maximum dry density per ASTM D-698 in the top six (6) inches.

D. Compaction of non-paved areas shall be 90% of maximum dry density per ASTM D-698.

E. Aggregate pipe embedment and aggregate backfill around structures shall be compacted to not less than 100% of maximum dry density per ASTM D-4253 and ASTM D-4254.

F. Final backfill shall be compacted to not less than 100% of maximum dry density per ASTM D-698.

G. Fill placed within the interior of structures shall be compacted to not less than 100% of maximum dry density per ASTM D-698.

H. Embankment shall be placed and compacted in layers until the density is not less than the percentage of maximum dry density indicated in the following table determined by ASTM D-698.

3.16 GRADING

A. Uniformly grade areas to a smooth surface, free of irregular surface changes. Comply with compaction requirements and grade to cross sections, lines, and elevations indicated.

1. Provide a smooth transition between adjacent existing grades and new grades.
2. Cut out soft spots, fill low spots, and trim high spots to comply with required surface tolerances.

B. Site Grading

1. Slope grades to direct water away from buildings and to prevent ponding. Finish subgrades to required elevations within the following tolerances:

a. Lawn or unpaved areas shall be graded to plus or minus 1-inch
b. Walks shall be graded to plus or minus 1-inch

C. Grading inside Building Lines

1. Finish subgrade to a tolerance of 1/2 inch when tested with a 10-foot straightedge.

END OF SECTION 310000

SECTION 329200.19 – SEEDING AND MULCHING

PART 1 - GENERAL

1.1 SUMMARY

. Installation of seeded areas shall be to the extent shown on Contract Drawings and shall include supplying all seed, topsoil, soil conditioning materials, mulching materials and watering, and the incorporation of these materials into the work as specified.

A. The Contractor shall place topsoil at the depths specified in those areas requiring seeding. Topsoil shall be furnished by the Contractor.

1.2 SUBMITTALS

A. Product Data: For the following:

1. Provide copies of soils tests for both new topsoil (provided) and onsite topsoil for review and approval. This applies to all areas that require seeding, including reconditioned areas.
2. Provide location of properties from which topsoil is to be obtained, names and addresses of owners, depth to be stripped, and crops grown in the past 2 years.
3. Provide the name of the seed supplier, name and phone number, list of the seed, including varieties of seed, labels, and an analysis of the seed for review, 4 weeks prior to the start of seeding.
4. Provide soil amendments information based on soils test requirements.
5. Hydroseed mixture, mulch and application rates prior to performing the work.

1.1 QUALITY ASSURANCE

A. Any subcontracted restoration work shall be performed by a qualified firm specializing in landscape work.

B. The Contractor shall have a soils test done at his expense and analyzed by a state approved testing agency. Soil tests shall be done on both the topsoil stockpiled from the site and new topsoil brought to the site. A minimum of two (2) tests shall be done. The tests shall include percent organic matter, pH, Buffer pH, Phosphorus, Exchangeable Potassium, Calcium, Magnesium, Cation Exchange Capacity and Percent Base Saturation with recommendations for nitrogen, phosphate, potash, magnesium and lime based on plant type and use.

B. Seed: All seed specified shall meet O.D.O.T. specifications as to the percentage purity, weed seed, and germination. All seed shall be approved by the State of Ohio, Department of Agriculture, Division of Plant Industry, and shall meet the requirements of these specifications.

D. Packaged Materials: Deliver packaged materials in containers showing weight, analysis, and name of manufacturer. Protect materials from deterioration during delivery, and while stored at site.

1.4 PROJECT CONDITIONS

B. Utilities: Determine location of underground utilities and perform work in a manner which will avoid possible damage. Hand excavate, as required. Maintain grade stakes set by others until removal is mutually agreed upon by parties concerned.

C. Excavation: When conditions detrimental to plant growth are encountered, such as rubble fill, adverse drainage conditions, or obstructions, such conditions shall be rectified by the Contractor before planting, with approval from the Owner's Representative.

D. Soil Stabilization: The Contractor shall provide permanent or temporary soil stabilization to denuded areas within fifteen (15) days after final grade is reached on any portion of the site. Any such area which will not be regraded for longer than fifteen (15) days shall also be stabilized. Soil stabilization includes any measures which protect the soil from the erosive forces of raindrop impact and flowing water. Applications include seeding and/or mulching, or the use of other erosion control measures as directed by the Owner's Representative. If necessary, the Contractor shall coordinate soil stabilization practices with the local Soil and Water Conservation District.

D. Spring-sown work shall be installed between April 1st and May 30th and Fall-sown work shall be installed between September 1st and October 15th. No permanent seeding shall take place between May 30th and September 1st and between October 15th and April 1st. The dates for seeding may be changed at the discretion of the Owner's Representative.

PART 2 - PRODUCTS

2.1 TOPSOIL

A. Topsoil shall be furnished by the Contractor. Stockpiled material, if any, shall be utilized prior to obtaining additional topsoil.

B. All topsoil shall conform to the U.S. Department of Agriculture soil texturing triangle and shall contain between 3% to 8% organic matter. Topsoil shall be loamy and not consist of more than 38% clay. New topsoil shall be screened to remove clay lumps, brush, weeds, litter, roots, stumps, stones larger than ½" in any dimension and any other extraneous or toxic matter harmful to plant growth.

New topsoil shall be obtained only from naturally well drained sites where topsoil occurs in a depth of not less than 4". Do not obtain from bogs or marshes.

C. Soil amendments shall be added according to the soils test requirements. Amendments can include, but are not limited to fertilizer, lime, compost, sand, and organic matter. Organic matter shall consist of composted leaves or other approved material.

2.2 SEED

A. Seed shall be vendor mixed, delivered in original bags and shall be proportioned as follows:

Common Name	Proportion by Weight
Kentucky Blue Grass	50%
Perennial Rye	50%

2.3 MULCH

A. Mulch shall be clean straw free of seed and weed seed.

1. Anchoring for mulch shall be an ODOT specified SS-1 at 60 gal./ton non-toxic tackifier such as Hydro-stik, or equal, or by securing with a photo degradable netting.

B. If hydroseeding is used, wood fiber mulching material shall be used and shall consist of virgin wood fibers manufactured expressly from whole wood chips and shall conform to the following specifications.

- Moisture content	10.0% $\pm$ 3.0%
- Organic content	99.2% $\pm$ 0.8% O.D. Basis
- pH	4.8 $\pm$ 0.5
- Water holding capacity, minimum (grams of water per 100 grams of fiber)	1,000

Wood fiber mulching material shall be processed in such a manner as to contain no growth or germination inhibiting factors, and must contain a biodegradable green dye to aid in visual metering during application.

PART 3 - EXECUTION

3.1 PREPARATION - GENERAL

A. Rough grading to a depth necessary to accept the specified thickness of topsoil must be approved prior to placing topsoil.

B. Loosen subgrade, remove any stones greater than ½” in any dimension. Remove sticks, roots, rubbish, and other extraneous matter.

C. Spread topsoil to a minimum depth of 4 inches, to meet lines, grades, and elevations shown on plan, after light rolling and natural settlement. Remove sticks, roots, rubbish, stones greater than 1/2" in any dimension, and other extraneous matter. Topsoil shall be tilled thoroughly by plowing, disking, harrowing, or other approved methods. Add specified soil amendments and mix thoroughly into the topsoil.

D. Preparation of Unchanged Grades: Where seed is to be planted in areas that have not been altered or disturbed by excavating, grading, or stripping operations, prepare soil for planting as follows: Till to a depth of not less than 6 inches. Apply soil amendments and initial fertilizers as specified. Remove high areas and fill in depressions. Till soil to a homogenous mixture of fine texture, free of lumps, clods, stones, roots and other extraneous matter. Soils test requirements apply here as well.

1. Prior to preparation of unchanged areas, remove existing grass, vegetation and turf. Dispose of such material outside of project limits. Do not turn existing vegetation over into soil being prepared for seed.

   If necessary, supply and install topsoil in areas where there is no topsoil left after vegetation has been removed.

2. Apply specified soil amendments at rates specified in the soils test and thoroughly mix into upper 2 inches of topsoil. Add topsoil if existing grade has less than 4" of topsoil. Delay application of amendments if planting will not follow within two (2) days.

E. Fine grade areas to smooth, even surface with loose, uniformly fine texture. Roll, rake, and drag lawn areas, remove ridges and fill depressions, as required to meet finish grades. Remove sticks, roots, rubbish, stones greater than 1/2" in any dimension, and other extraneous matter. Limit fine grading to areas which can be planted immediately after grading.

F. Moisten prepared areas before planting if soil is dry. Water thoroughly and allow surface moisture to dry before planting lawns. Do not create a muddy soil condition.

G. Restore areas to specified condition, if eroded or otherwise disturbed, after fine grading and prior to planting.

3.2 SEEDING

A. Do not use wet seed or seed that is moldy or otherwise damaged in transit or storage. Seed shall not be sown when the ground is frozen, muddy, or when weather conditions prevent proper soil preparation, interference with sowing and/or proper incorporation of seed into the soil.

B. Sow seed using a spreader or hydroseeder. Do not seed when wind velocity exceeds 5 miles per hour. Distribute seed evenly over entire area by sowing 3 lbs. per 1000 S.F. at right angles to each other. Total amount to equal a minimum of 6 lbs. per 1000 S.F.

C. For seed sown with a spreader, mulch shall be spread uniformly to form a continuous blanket at a rate of 100 lbs. per 1,000 S.F. Mulch shall be 1 1/2" loose measurement over seeded areas and shall be anchored.

D. Contractor has the option to hydroseed large lawn areas, using equipment specifically designed for such application. The rate of application of wood fiber mulching materials is 40 lbs./1,000 S.F. Contractor shall not hydroseed within close proximity to buildings and structures, or when unfavorable wind conditions may blow the hydroseed material onto the structure. Contractor shall clean all areas not to be seeded of overspray.

E. The seeded area shall be watered, as soon as the seed is applied, at the rate of 120 gallons per 1000 square feet. The water shall be applied by means of a hydroseeder or a water tank under pressure with a nozzle that will produce a spray that will not dislodge the mulching material. Cost of this watering shall be included in the cost of seeding and mulching.

3.3 DORMANT SEEDING METHOD

A. Seeding shall not take place from October 15 through November 20. During this period prepare the seed bed, add the required amounts of lime and fertilizer, and other amendments, then mulch and anchor.

B. From November 20 through April 1, when soil conditions permit, prepare the seed bed, lime and fertilize, apply the selected seed mixture, mulch, and anchor. Increase the seeding rate by 50 percent.

3.4 RECONDITIONING EXISTING LAWNS

A. A soils test shall be required for existing lawns prior to any reconditioning.

B. Recondition all existing lawn areas damaged by Contractor’s operations including storage of materials and equipment and movement of vehicles. Also recondition existing lawn areas where minor regrading is required.

C. Provide soil amendments as called for in the soils test.

D. Provide new topsoil, as required, to fill low spots and meet new finish grades.

E. Cultivate bare and compacted areas according to the topsoil specifications.

F. Remove diseased and unsatisfactory lawn areas; do not bury into soil. Remove topsoil containing foreign materials resulting from the Contractor's operations, including oil drippings, stone, gravel, and other loose building materials.

G. All work shall be the same as for new seeding.

H. Water newly planted seed areas. Maintenance of reconditioned lawns shall be the same as maintenance of new lawns.

3.5 ESTABLISHMENT

A. Maintain work areas as long as necessary to establish a uniformly close stand of grass over the entire lawn area. A uniformly close stand of grass is defined as the seeded areas having 90%+ coverage of grass at 60 days after seeding. 90%+ coverage is defined as very little or no dirt showing when seeded area is viewed from directly overhead.

B. Maintain lawns by watering, fertilizing, weeding, mowing, trimming, and other operations such as rolling, regrading and replanting as required to establish a smooth acceptable lawn.

1. Mowing

    a. Mow lawn areas during the period of maintenance to a height of 2 inches whenever the height of the grass becomes 3 inches. A minimum of 3 mowings is required during the period of maintenance.

2. Refertilizing

    a. Distribute fertilizer on the seeded area between August 15 and October 15, during the period when grass is dry, and in accordance with the manufacturer's recommendations. The fertilizer shall be as specified in the soils test.

3. Reseeding

    a. Reseed with the seed specified for the original seeding, at the rate of 4 lbs. per 1,000 S.F. in a manner which will cause minimum disturbance to the existing stand of grass and at an angle of not less than 15 degrees from the direction of rows of prior seeding.

4. Watering

    a. The Contractor shall keep all work areas watered daily to achieve satisfactory growth. Water shall be applied at a rate of 120 gallons per 1,000 square feet. If water is listed as a pay item, it shall be separately paid for based on the actual amount of water used, measured in thousands of gallons.

5. Any mulching which has been displaced shall be repaired immediately. Any seed work which has been disturbed or damaged from the displacement of mulch shall be repaired prior to remulching.

3.6 INSPECTION AND ACCEPTANCE

A. When seeding work is complete and an acceptable stand of growth is attained, the Contractor shall request the Owner's Representative to make an inspection to determine final acceptance.

B. Acceptance shall be based upon achieving a vigorous uniformly stand of the specified grasses. If some areas are satisfactory and some are not, acceptance may be made in blocks, provided they are definable or bounded by readily identified permanent surfaces, structures, or other reference means. Partial acceptance decisions may be made by the

Owner's Representative. Excessive fragmentation into accepted and unaccepted areas shall not be allowed. Unaccepted areas shall be maintained by the Contractor until acceptable.

C. No payment shall be made until areas are accepted.

D. All seeded areas shall be guaranteed for one full growing season to commence upon final acceptance of the areas.

END OF SECTION 329200.19

SECTION 400507 - HANGERS AND SUPPORTS FOR PROCESS PIPING

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Pipe hangers and supports.
2. Structural attachments.

B. Related Requirements:

1. Section 402336 "Pipe and Pipe Fittings" for execution requirements for placement of hangers and supports as specified by this Section.
2. Section 400551 "Common Requirements for Process Valves" for common product requirements for valves for placement by this Section.

1.2 COORDINATION

A. Coordinate Work of this Section with piping and equipment connections specified in other Sections and as indicated on Drawings.

1.3 SUBMITTALS

A. Product Data:

1. Pipe hangers and supports.
2. Hanger rods.
3. Structural attachments.

B. Shop Drawings:

1. Indicate system layout with location, including critical dimensions, sizes, hanger and support locations, and details of trapeze hangers, anchors, and guides.
2. Signed and sealed by the qualified professional engineer responsible for their preparation.

C. Welder Certificates: Certify welders and welding procedures employed on Work, verifying AWS qualification within previous 12 months.

D. Delegated Design Submittals:

1. Shop Drawings shall be signed and sealed by a qualified professional engineer for multiple piping supports and trapeze hangers. Include design calculations and

indicate size and characteristics of components and fabrication details Shop drawings for each type of hanger and support, indicating dimensions, weights, required clearances, and methods of component assembly.

E. Qualifications Statements: For manufacturer, fabricator, installer, and licensed professional.

F. Manufacturer's Approval: For installer.

1.4 QUALITY ASSURANCE

A. Perform Work according to AWS D1.1/D1.1M for welding hanger and support attachments to building structure.

B. Manufacturers Qualifications: Company specializing in manufacturing Products specified in this Section with minimum three years' experience.

C. Fabricators Qualifications: Company specializing in fabricating products specified in this Section with minimum three years' experience.

D. Installers Qualifications: Company specializing in performing Work of this Section with minimum three years’ experience.

1.5 DELIVERY, STORAGE, AND HANDLING

A. Inspection: Accept materials on Site in manufacturer's original packaging and inspect for damage.

B. Store materials according to manufacturer instructions.

C. Protection:

1. Protect materials from moisture and dust by storing in clean, dry location remote from construction operations areas.
2. Provide additional protection according to manufacturer instructions.

1.6 WARRANTY

A. Furnish one-year manufacturer's warranty for pipe hangers and supports.

PART 2 - PRODUCTS

2.1 PIPE HANGERS AND SUPPORTS

A. Manufacturers:

1. CADDY; nVent.
2. Carpenter & Paterson, Inc.
3. Empire Industries, Inc.
4. Globe Pipe Hanger Products Incorporated.
5. Haydon Corporation.
6. Hilti, Inc.
7. NIBCO INC.
8. PHD Manufacturing, Inc.
9. PHS Industries, Inc.
10. Unitron Product, Inc. / US-Strut.

B. Comply with MSS SP-58.

C. Provide means of vertical adjustment after erection.

D. Pipe Sizes 1/2 to 1-1/2 Inches (13 to 38 mm):

1. Material: Steel; ASTM A36/A36M.
2. Configuration: Split ring.
3. Swivel: Adjustable.

E. Pipe Sizes 2 Inches (50 mm) and Larger:

1. Material: Steel**;** ASTM A36/A36M.
2. Configuration: Clevis.
3. Swivel: Adjustable.

F. Multiple or Trapeze Hangers: Steel channels with welded spacers and hanger rods.

G. Wall Support for Pipe Sizes 3 Inches (76 mm) and Smaller: Cast-iron J-hook.

H. Wall Support for Pipe Sizes 4 Inches (100 mm) and Larger: Welded steel bracket.

I. Vertical Support: Riser clamp.

J. Floor Supports: Cast-iron adjustable pipe saddle, lock nut, nipple, floor flange, and steel support.

K. Performance and Design Criteria:

1. Pipe Hangers:

a. Design for pipe movement without disengagement of supported pipe.
b. Allow for expansion and contraction of piping while eliminating undue stress on piping appurtenances and equipment.
c. Provide linkage to permit lateral or axial movement where anticipated.
d. If horizontal pipe movement is greater than ½ inch, or if hanger rod deflection from the vertical is greater than 4 degrees from cold to hot position of pipe, offset hanger rod and structural attachment to maintain rod vertical in hot position.

2. Heat Transmission: Design supports, hangers, anchors, and guides to prevent excessive heat from being transmitted to building structure, equipment, or piping appurtenances.
3. Riser Supports: Support risers on each floor with riser clamps and lugs, independent of connected horizontal piping.
4. Point Loads:

a. Support plastic piping containing meters, valves, appurtenances, and other point loads on both sides.
b. Avoid point loads on plastic piping by providing extra-wide pipe saddles or galvanized-steel shields.

5. Noise Reduction: Wrap copper tubes located within buildings in a 2-inch-wide strip of rubber at each pipe support, bracket, clip, and hanger.

2.2 STRUCTURAL ATTACHMENTS

A. Concrete Inserts:

1. Manufacturers:

a. CADDY; nVent.
b. Carpenter & Paterson, Inc.
c. National Pipe Hanger Corporation.
d. PHS Industries, Inc.
e. Pipe Shields Inc.
f. Piping Technology & Products, Inc.
g. Rilco Manufacturing Co., Inc.
h. Unitron Product, Inc. / US-Strut.
i. Value Engineered Products, Inc.

2. Case: Malleable iron with galvanized-steel shell and expander plug.
3. Connection: Threaded, with lateral adjustment.
4. Size: To suit threaded hanger rods.

B. Mounting Brackets: Welded steel; ASTM A36/A36M.

C. Beam Clamps:

1. Manufacturers:

a. Anvil International/Smith-Cooper International; Tailwind Capital, LLC.
b. B-line; Eaton, Electrical Sector.
c. CADDY; nVent.

2. Comply with MSS SP-58.
3. Material: Steel; ASTM A36/A36M.
4. Size: Suitable for load to be supported.
5. Anchoring: Locknuts and cup-point set screws.
6. Furnish reversible top or bottom flange.

D. Riser Clamps:

1. Manufacturers:

a. Anvil International/Smith-Cooper International; Tailwind Capital, LLC.
b. B-line; Eaton, Electrical Sector.
c. CADDY; nVent.

2. Material: Steel; ASTM A36/A36M.

E. Offset Clamps:

1. Manufacturers:

a. Anvil International/Smith-Cooper International; Tailwind Capital, LLC.
b. B-line; Eaton, Electrical Sector.
c. CADDY; nVent.

2. Configuration: Double leg, two pieces.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine substrates, areas, and conditions, with Installer present**,** for compliance with requirements for installation tolerances and other conditions affecting performance.

B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION

A. Obtain permission from Architect/Engineer before drilling or cutting structural members.

B. Inserts:

1. Placement:

    a. Concrete forms.
    b. Reinforced concrete slabs and sides of reinforced concrete beams.

2. Piping 4 Inches and Larger: Provide hooked rod to concrete reinforcement section.
3. Concrete Slabs Forming Finished Ceiling: Locate inserts flush with slab surface.

C. Pipe Hangers and Supports:

1. Comply with MSS SP-58.
2. Support horizontal piping as indicated on Shop Drawings.
3. Install hangers with minimum 1/2-inch space between finished covering and adjacent Work.
4. Place hangers within 12 inches of each horizontal elbow.
5. Minimum Vertical Adjustment: 1-1/2 inches.
6. Supports:

    a. Independently of equipment.
    b. Horizontal Cast-Iron Piping: Adjacent to each hub, with maximum 5-foot spacing between hangers.
    c. Vertical Piping:

        1) Cast-Iron Piping: At each floor at hub.
        2) Other Piping: At every floor.

    d. Riser Piping: Independent of connected horizontal piping.

7. Piping in Parallel at Same Elevation: Provide multiple pipe or trapeze hangers.
8. Provide sheet-lead packing between hanger or support and piping.
9. Clamps and Brackets:

    a. Provide welded steel brackets if piping is to be run adjacent to building walls or columns.
    b. Use beam clamps if piping is to be suspended from building steel.
    c. Insulated Piping: Provide two bolted clamps designed to accommodate insulated piping.
    d. Use offset clamps if pipes are indicated as offset from wall surfaces.

D. Equipment Bases and Supports:

1. Housekeeping Pads:

a. Material: Concrete, as specified in Section 033300 "Cast-in-Place Concrete."
b. Minimum Thickness: 3-1/2 inches.
c. Plan Area: Extend 6 inches beyond supported equipment.

2. Supports:

a. Material: Steel members.
b. Brace and fasten with flanges bolted to structure.
c. Anchor Bolts and Accessories: Use templates furnished with equipment.

END OF SECTION 400507

SECTION 400519 - DUCTILE IRON PROCESS PIPE

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Ductile iron pipe and fittings.
2. Accessories.

B. Related Requirements:

1. Section 099635 "Chemical-Resistant Coatings" for product and execution requirements for painting specified by this Section.
2. Section 400551 "Common Requirements for Process Valves" for common product requirements for valves for placement by this Section.

1.2 COORDINATION

A. Coordinate Work of this Section with piping and equipment connections specified in other Sections and as indicated on drawings.

1.3 SUBMITTALS

A. Product Data: For ductile iron pipe and fittings.

B. Shop Drawings:

1. Indicate layout of piping systems, including equipment, critical dimensions, sizes, and materials lists.
2. Signed and sealed by the qualified professional engineer responsible for their preparation.

C. Source Quality-Control Reports: For ductile iron pipe and fittings.

D. Field Quality-Control Reports: For ductile iron pipe and fittings.

E. Qualifications Statements: For manufacturer, installer, and licensed professional.

F. Manufacturer's Approval: For installer.

1.4 CLOSEOUT SUBMITTALS

A. Project Record Documents: Record actual locations of piping, valves and other appurtenances, connections, and invert elevations.

1.5 QUALITY ASSURANCE

A. Permanently mark each length of pipe with manufacturer's name or trademark and indicate conformance to standards.

B. Manufacturers Qualifications: Company specializing in manufacturing products specified in this Section with minimum three years' experience.

C. Installers Qualifications: Company specializing in performing Work of this Section with minimum three years' experience.

1.6 DELIVERY, STORAGE, AND HANDLING

A. Inspection: Accept materials on Site in manufacturer's original packaging and inspect for damage.

B. Store materials according to manufacturer instructions.

C. Protection:

1. Protect materials from moisture and dust by storing in clean, dry location remote from construction operations areas.
2. Protect piping and appurtenances by storing off ground.
3. Provide additional protection according to manufacturer instructions.

PART 2 - PRODUCTS

2.1 DUCTILE IRON PIPE AND FITTINGS

A. Piping:

1. Comply with AWWA C151.
2. Pipe Class: Minimum Class 53
3. Joints: Flanged fittings complying with AWWA C110.

B. Fittings:

1. Material: AWWA C110, ductile iron.
2. Pipe Class: To match class rating of pipe connected to.
3. Mechanical Joints:

a. Comply with AWWA C110 and AWWA C111.
b. Glands: Ductile iron with asphaltic coating.
c. Push-on Joints: Comply with AWWA C111.

4. Restrained Joints: Comply with AWWA C111.
5. Flanged Fittings: Comply with AWWA C110.

C. Cement-Mortar Lining:

1. Comply with AWWA C104.
2. Thickness: Standard.

D. Outside Coating:

1. Buried Service:

a. Type: Asphaltic.
b. Thickness: 1 mm.

2. Exposed Service: As specified in Section 099635 "Chemical-Resistant Coatings."

3. Coating Color: As specified in Section 400553 “Identification for Process Piping”.

2.2 ACCESSORIES

A. Gaskets: Rubber

2.3 SOURCE QUALITY CONTROL

A. Provide shop inspection and testing of completed assembly.

B. Certificate of Compliance:

1. If manufacturer is approved by authorities having jurisdiction, submit certificate of compliance indicating Work performed at manufacturer's facility conforms to Contract Documents.
2. Specified shop tests are not required for Work performed by approved manufacturer.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine substrates, areas, and conditions for compliance with requirements for installation tolerances and other conditions affecting performance.

B. Verify that field dimensions are as indicated on Drawings.

C. Inspect existing flanges for nonstandard bolt hole configurations or design and verify that new pipe and flange mate properly.

D. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

A. Identify and describe unexpected variations to subsoil conditions or discovery of uncharted utilities.

B. Thoroughly clean pipe and fittings before installation.

C. Surface Preparation:

1. Clean surfaces to remove loose rust, mill scale, and other foreign substances by commercial sand blasting; SSPC SP 6.
2. Touch up shop-primed surfaces with primer as specified in Section 099635 "Chemical-Resistant Coatings."
3. Solvent-clean surfaces that are not shop primed.

3.3 INSTALLATION

A. Buried Service Piping:

1. As specified in Section 31000 “Earthwork”
2. Install pipe to elevations indicated on Drawings and ASME B31.3..
3. All elbows, tees, plugs, etc., shall be properly anchored, blocked or otherwise restrained to prevent movement of the pipe in the joints due to internal or external pressure.
4. Use minimum number of joints.
5. Flexible Couplings:

    a. Location: At connections to equipment and where indicated on Drawings.
6. Couplings and Anchors: According to manufacturer instructions.

B. Exposed Service Piping:

1. According to ASME B31.
2. Run piping straight along alignment as indicated on Drawings, with minimum number of joints.

C. Fittings:

1. According to manufacturer instructions.
2. Clean gasket seats thoroughly, and wipe gaskets clean prior to installation.
3. Tighten bolts progressively, drawing up bolts on opposite sides until bolts are uniformly tight; use torque wrench to tighten bolts to manufacturer instructions.
4. Provide required upstream and downstream clearances from devices as indicated on Drawings.

D. Make taps to ductile iron piping only with service saddle, tapping boss of a fitting or valve body, or equipment casting.

E. Install piping with sufficient slopes for venting or draining liquids and condensate to low points.

F. Dielectric Fittings: Provide between dissimilar metals.

G. Field Cuts: According to pipe manufacturer instructions.

H. Finish primed surfaces according to Section 099635 "Chemical-Resistant Coatings."

3.4 FIELD QUALITY CONTROL

A. Testing Agency: Engage a qualified testing agency to perform tests and inspections.

B. Inspection:

1. Inspect for damage to pipe lining or coating and for other defects that may be detrimental as determined by Architect/Engineer.
2. Repair damaged piping or provide new, undamaged pipe.
3. After installation, inspect for proper supports and interferences.

C. Pressure Testing:

1. Test Pressure: Not less than 200 psig or 50 psi in excess of maximum static pressure, whichever is greater.
2. Conduct hydrostatic test for minimum two hours.
3. Filling:

    a. Fill section to be tested with water slowly and expel air from piping at high points.
    b. Install corporation cocks at high points.

c. Close air vents and corporation cocks after air is expelled.
d. Raise pressure to specified test pressure.

4. Observe joints, fittings, and valves under test.
5. Remove and renew cracked pipe, joints, fittings, and valves showing visible leakage and retest.
6. Leakage:

a. Correct visible deficiencies and continue testing at same test pressure for additional two hours to determine leakage rate.
b. Maintain pressure within plus or minus 5 psi of test pressure.
c. Leakage is defined as quantity of water supplied to piping necessary to maintain test pressure during period of test.
d. Compute maximum allowable leakage by following formula:

1) L = SD x sqrt(P)/C.
2) L = testing allowance in gph.
3) S = length of pipe tested in feet.
4) D = nominal diameter of pipe in inches.
5) P = average test pressure during hydrostatic test in psig.
6) C = 148,000.
7) If pipe under test contains sections of various diameters, calculate allowable leakage from sum of computed leakage for each size.

e. If test of pipe indicates leakage greater than allowed, locate source of leakage, make corrections, and retest until leakage is within allowable limits.
f. Correct visible leaks regardless of quantity of leakage.

3.5 CLEANING

A. Keep pipe interior clean as installation progresses.

B. After installation, clean pipe interior of soil, grit, and other debris.

END OF SECTION 400519

SECTION 400523 - STAINLESS STEEL PROCESS PIPE AND TUBING

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Stainless-steel pipe and fittings.
2. Stainless-steel tube and fittings.
3. Accessories.

B. Related Requirements:

1. Section 400507 "Hangers and Supports for Process Piping" for hangers, anchors, sleeves, and sealing of piping to adjacent structures.
2. Section 400551 "Common Requirements for Process Valves" for common product requirements for valves for placement by this Section.

1.2 COORDINATION

A. Coordinate Work of this Section with piping and equipment connections specified in other Sections and as indicated on drawings.

1.3 SUBMITTALS

A. Product Data:

1. Stainless-steel pipe and fittings.

B. Shop Drawings: Indicate layout of piping systems, including equipment, critical dimensions, sizes, and materials lists.

C. Welders Certificates: Submit welders' certification of compliance with AWS D1.1/D1.1M, verifying qualification within previous 12 months.

D. Delegated Design Submittals: Submit signed and sealed Shop Drawings by the qualified professional engineer responsible for piping layout, with design calculations and assumptions for pipe sizing methods.

E. Source Quality-Control Submittals: For stainless steel pipe and fittings.

F. Field Quality-Control Submittals: For stainless steel pipe and fittings.

G. Qualifications Statements: For manufacturer, installer, and licensed professional.

H. Manufacturer's Approval: For installer.

1.4 CLOSEOUT SUBMITTALS

A. Project record Documents: Record actual locations of piping, valves, and other appurtenances, connections, and invert elevations.

1.5 QUALITY ASSURANCE

A. Permanently mark each length of pipe with manufacturer's name or trademark, and compliance with standards.

B. Manufacturer: Company specializing in manufacturing products specified in this Section with minimum three years' experience.

C. Installer: Company specializing in performing Work of this Section with minimum three years' experience.

D. Welders: AWS qualified within previous 12 months for employed weld types.

1.6 DELIVERY, STORAGE, AND HANDLING

A. Inspection: Accept materials on Site in manufacturer's original packaging and inspect for damage.

B. Store materials according to manufacturer instructions.

C. Protection:

1. Protect materials from moisture and dust by storing in clean, dry location remote from construction operations areas.
2. Protect piping and appurtenances by storing off ground.
3. Provide additional protection according to manufacturer instructions.

PART 2 - PRODUCTS

2.1 STAINLESS-STEEL PIPE AND FITTINGS

A. General Service Piping Type:

1. Welded; comply with ASTM A312.
2. Class: comply with ASTM A312.

3. Schedule: 40.
4. Schedule: As indicated on Drawings.
5. Grade: Type 304.

B. Fitting Types:

1. Piping 2 inches and Smaller: Socket welding.
2. Piping 2 ½ and Larger: Butt welding.
3. Dimensions: Comply with ASTM A312/A312M
4. Threaded Fittings:

    a. Comply with ASME B16.11 and ASTM A182/A182M.
    b. Grade: Type 304
    c. Threads: Comply with ASME B1.20.1 (B1.20.2M).

5. Butt-Welding Fittings:

    a. Comply with ASTM A403/A403M.
    b. Grade: Type 304
    c. Class: comply with ASME B16.9.

6. Socket-Welding Fittings:

    a. Comply with ASTM A403/A403M.
    b. Grade: Type 304.
    c. Class: comply with ASME B16.11.

7. Flanged Fittings:

    a. Type: Welding neck
    b. Class: 150
    c. Comply with ASTM A182/A182M.
    d. Grade: Type 304.
    e. Facing and Drilling: Comply with ASME B16.5.
    f. Backing Flanges:

        1) Material: Stainless steel.
        2) Class: 150
        3) Comply with ASTM A351/A351M.
        4) Type: Van stone.
        5) Drilling: Comply with ASME B16.5.

8. Flanged Connections: As indicated on the piping schedule.

2.2 ACCESSORIES

A. Pipe-Thread Tape:

1. Material: PTFE.
2. Comply with ASTM D3308.

B. O-Ring Seals: EPDM.

C. Flange Gaskets:

1. Comply with ASME B16.5.
2. Nonmetallic Gaskets:

    a. Material: Chloroprene rubber.
    b. Comply with ASME B16.21.

3. Metallic Ring Joint Gaskets:

    a. Comply with ASME B16.20.

4. Type:

    a. Raised-Face Flanges: Flat ring.
    b. Flat-Face Flanges: Full face.

2.3 SOURCE QUALITY CONTROL

A. Provide shop inspection and testing of completed assembly.

B. Certificate of Compliance:

1. If manufacturer is approved by authorities having jurisdiction, submit certificate of compliance indicating Work performed at manufacturer's facility conforms to Contract Documents.
2. Specified shop tests are not required for Work performed by approved manufacturer.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine substrates, areas, and conditions for compliance with requirements for installation tolerances and other conditions affecting performance.

B. Verify that field dimensions are as indicated on Drawings.

C. Inspect existing flanges for nonstandard bolt hole configurations or design and verify that new pipe and flange mate properly.

D. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

A. Identify and describe unexpected variations to subsoil conditions or discovery of uncharted utilities.

B. Thoroughly clean pipe and fittings before installation.

C. Surface Preparation:

1. Clean surfaces to remove loose rust, mill scale, and other foreign substances by commercial sand blasting; SSPC SP 6.
2. Touch up shop-primed surfaces with primer as specified in Section 099635 "Chemical-Resistant Coatings."
3. Solvent-clean surfaces that are not shop primed.

3.3 INSTALLATION OF STAINLESS STEEL PROCESS PIPE AND TUBING

A. Comply with ASME B31.3.

B. Run piping straight along alignment as indicated on Drawings, with minimum number of joints.

C. Fittings:

1. Clean gasket seats thoroughly, and wipe gaskets clean prior to installation.
2. Install according to manufacturer instructions.
3. Bolting:

    a. Tighten bolts progressively, drawing up bolts on opposite sides until bolts are uniformly tight.
    b. Use torque wrench to tighten bolts to manufacturer instructions.

D. Provide required upstream and downstream clearances from devices as indicated on Drawings.

E. Install piping with sufficient slopes for venting or drainage of liquids and condensate to low points.

F. Dielectric Fittings: Provide between dissimilar metals.

G. Field Cuts: According to pipe manufacturer instructions.

H. Field welding of stainless steel is permitted.

3.4 FIELD QUALITY CONTROL

A. Inspection:

1. Inspect for damage to piping or tubing that may be detrimental as determined by the Architect/Engineer.
2. Repair damaged piping, or provide new, undamaged pipe.
3. After installation, inspect for required supports and anchoring, interferences, and damage to pipe, tube, or fittings.

B. Pressure Testing:

1. Test Pressure: Not less than 50 PSI in excess of maximum static pressure, whichever is greater.
2. Conduct hydrostatic test for minimum two hours.
3. Filling:

    a. Fill section to be tested with water slowly and expel air from piping at high points.
    b. Install corporation cocks at high points.
    c. Close air vents and corporation cocks after air is expelled.
    d. Raise pressure to specified test pressure.

4. Observe joints, fittings, and valves under test.
5. Remove and renew cracked pipe, joints, fittings, and valves showing visible leakage and retest.
6. Leakage:

    a. Correct visible deficiencies and continue testing at same test pressure for additional two hours to determine leakage rate.
    b. Maintain pressure within plus or minus 5 psi of test pressure.
    c. Leakage is defined as quantity of water supplied to piping necessary to maintain test pressure during period of test.
    d. Compute maximum allowable leakage by following formula:

        1) L = SD x sqrt(P)/C.
        2) L = testing allowance, in gph.
        3) S = length of pipe tested, in feet.
        4) D = nominal diameter of pipe, in inches.
        5) P = average test pressure during hydrostatic test, in psig.
        6) C = 148,000.
        7) When pipe under test contains sections of various diameters, calculate allowable leakage from sum of computed leakage for each size.

e. If test of pipe indicates leakage greater than allowed, locate source of leakage, make corrections, and retest until leakage is within allowable limits.
f. Correct visible leaks regardless of quantity of leakage.

3.5 CLEANING

A. Keep pipe interior clean as installation progresses.

B. After installation, clean pipe interior of soil, grit, and other debris.

END OF SECTION 400523

SECTION 400551 – COMMON REQUIREMENTS FOR PROCESS VALVES

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Valves.
2. Valve actuators.

B. Related Requirements:

1. Section 055000 - Metal Fabrications for miscellaneous metalwork and fasteners specified by this Section.
2. Section 099635 – Chemical-Resistant Coatings for fluid-applied coatings for corrosion resistance.

1.2 COORDINATION

A. Coordinate Work of this Section with piping, equipment, and appurtenances.

1.3 SUBMITTALS

A. Product Data:

1. Valves.
2. Valve actuators.

B. Shop Drawings:

1. Indicate parts list, materials, sizes, position indicators, limit switches, control system**,** actuator mounting, wiring diagrams, control system schematics.
2. Signed and sealed by the qualified professional engineer responsible for their preparation.

C. Valve-Labeling Schedule: Indicate valve locations and nametag text.

D. Certification of Valves Larger Than 12 Inches: Furnish certified copies of hydrostatic factory tests, indicating compliance with applicable standards.

E. Source Quality-Control Reports: For valves and valve actuators.

F. Field Quality-Control Reports: For valves and valve actuators.

1. Qualifications Statements: For manufacturer and licensed professional.

1.4 CLOSEOUT SUBMITTALS

A. Project Record Documents: Record actual locations of valves and actuators.

1.5 QUALITY ASSURANCE

A. Maintain clearances as indicated on Drawings.

B. Ensure that materials of construction of wetted parts are compatible with process liquid.

C. Materials in Contact with Potable Water: Certified to NSF 61 and NSF 372.

1.6 DELIVERY, STORAGE, AND HANDLING

A. Inspection: Accept materials on Site in manufacturer's original packaging and inspect for damage.

B. Store materials according to manufacturer instructions.

C. Protection:

1. Protect materials from moisture and dust by storing in clean, dry location remote from construction operations areas.
2. Protect valve ends from entry of foreign materials by providing temporary covers and plugs.
3. Provide additional protection according to manufacturer instructions.

1.7 WARRANTY

A. Furnish one-year manufacturer's warranty for valves and actuators.

PART 2 - PRODUCTS

2.1 VALVES

A. Description: Valves, operator, actuator, handwheel, chainwheel, extension stem, floor stand, worm and gear operator, operating nut, chain, wrench, and other accessories as required.

B. Valve Ends: Compatible with adjacent piping system.

C. Operation:

1. Open by turning counterclockwise; close by turning clockwise.
2. Cast directional arrow on valve or actuator with OPEN and CLOSE cast on valve in appropriate location.

D. Valve Marking and Labeling:

1. Marking: Comply with MSS SP-25.
2. Labeling: As specified in valve schedule.
3. Provide buried valves with valve boxes, covers, and extensions as specified in Section 331416 "Site Water Utility Distribution Piping."

E. Valve Construction:

1. Bodies: Rated for maximum temperature and pressure to which valve will be subjected as specified in valve Sections.
2. Bonnets:

    a. Clamped, screwed, or flanged to body and of same material and pressure rating as body.
    b. Furnish glands, packing nuts, or yokes as specified in valve Sections.

3. Stems and Stem Guides:

    a. Materials and Seals: As specified in valve Sections.
    b. Space stem guides 8 feet.
    c. Submerged Stem Guides: Type 304 stainless steel.

4. Nuts and Bolts: As specified in Section 055000 "Metal Fabrications."

2.2 VALVE ACTUATORS

A. Provide actuators with position indicators for shutoff valves 6 inches and larger.

B. Comply with AWWA C542.

C. Provide chain actuators for shutoff valves mounted 8 feet above floor level.

D. Provide gear and power actuators with position indicators.

E. Gear-Assisted Manual Actuators:

1. Provide totally enclosed gears.
2. Maximum Operating Force: 60 lbf.
3. Bearings: Permanently lubricated bronze.
4. Packing: Accessible for adjustment without requiring removal of actuator from valve.

F. Chain Actuator:

1. Description: Chain guides and hot dip galvanized operating chain extending to 5-1/2 feet above floor level.
2. Chain Wheels: Sprocket-rim type.
3. Furnish chain storage if chains may interfere with pedestrian traffic.

G. Valve Actuators in NEC Class I, Group D, Division 1 or 2 Hazardous Locations: UL approved.

H. Accessories:

1. Handwheel:

a. Furnish permanently attached handwheel for emergency manual operation.
b. Rotation: None during powered operation.
c. Permanently affix directional arrow and cast OPEN on handwheel to indicate appropriate direction to turn handwheel.
d. Maximum Operating Force: 60 lbf.

2.3 FINISHES

A. Valve Lining and Coating: Comply with AWWA C550.

B. Exposed Valves: As specified in Section 099635 – Chemical-Resistant Coatings.

C. Do not coat flange faces of valves unless otherwise specified.

2.4 SOURCE QUALITY CONTROL

A. Testing: Test valves according to manufacturer's standard testing protocol, including hydrostatic, seal, and performance testing.

B. Certificate of Compliance:

1. If manufacturer is approved by authorities having jurisdiction, submit certificate of compliance indicating Work performed at manufacturer's facility conforms to Contract Documents.
2. Specified shop tests are not required for Work performed by approved manufacturer.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine substrates, areas, and conditions, with Installer present**,** for compliance with requirements for installation tolerances and other conditions affecting performance.

B. Verify that piping system is ready for valve installation.

C. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION

A. Install valves, actuators, extensions, valve boxes, and accessories according to manufacturer instructions.

B. Firmly support valves to avoid undue stresses on piping.

C. Coat studs, bolts, and nuts with anti-seizing lubricant.

D. Clean field welds of slag and splatter to provide a smooth surface.

E. Install valves with stems upright or horizontal, not inverted.

F. Install brass male adapters on each side of valves in copper-piped system and solder adapters to pipe.

G. Install valves with clearance for installation of insulation and to allow access.

H. Provide access where valves and fittings are not accessible.

I. Comply with Division 40 - Process Interconnections for piping materials applying to various system types.

J. Valve Applications:

1. Install butterfly valves in Aeration Tanks for air service.

3.3 FIELD QUALITY CONTROL

A. Testing Agency: Engage a qualified testing agency to perform tests and inspections.

B. Valve Field Testing:

1. Test for proper alignment.

2. If specified by valve Section, field test equipment to demonstrate operation without undue noise, vibration, or overheating.
3. Architect/Engineer will witness field testing.

C. Prepare test and inspection reports.

END OF SECTION 400551

SECTION 400553 - IDENTIFICATION FOR PROCESS PIPING

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Nameplates.
2. Tags.
3. Stencils.
4. Pipe markers.
5. Ceiling tacks.
6. Labels.
7. Lockout devices.

B. Related Requirements:

1. Section 099635 – Chemical-Resistant Coating for requirements for painting as specified by this Section.
2. Section 400551 "Common Requirements for Process Valves" for basic materials and methods for valves.

1.2 SUBMITTALS

A. Product Data:

1. Nameplates.
2. Tags.
3. Stencils.
4. Pipe markers.
5. Ceiling tacks.
6. Labels.
7. Lockout devices.

B. Shop Drawings:

1. Indicate list of wording, symbols, letter size, and color-coding for mechanical identification and valve chart and schedule.
2. Indicate valve tag number, location, function, and valve manufacturer's name and model number.
3. Signed and sealed by the qualified professional engineer responsible for their preparation.

C. Qualifications Statement: For manufacturer.

1.3 CLOSEOUT SUBMITTALS

A. Project Record Documents: Record actual locations of tagged valves; include valve tag numbers.

1.4 MAINTENANCE MATERIAL SUBMITTALS

A. Extra Stock Materials: Furnish two containers of spray on adhesive.

B. Tools: Furnish special crimpers and other devices required for Owner to reinstall tags.

1.5 QUALITY ASSURANCE

A. Piping Color Scheme: To be selected by the OWNER.

B. Manufacturers Qualifications: Company specializing in manufacturing products specified in this Section with minimum three years' experience.

1.6 DELIVERY, STORAGE, AND HANDLING

A. Inspection: Accept materials on Site in manufacturer's original packaging and inspect for damage.

B. Store materials according to manufacturer instructions.

C. Protection:

1. Protect materials from moisture and dust by storing in clean, dry location remote from construction operations areas.
2. Provide additional protection according to manufacturer instructions.

PART 2 - PRODUCTS

2.1 NAMEPLATES

A. Manufacturers:

1. Craftmark Pipe Markers.
2. Kolbi Pipe Marker Co.
3. Pipemarker.com; Brimar Industries, Inc.
4. Seton Identification Products; a Brady Corporation company.

B. Laminated three-layer plastic with engraved black letters on light, contrasting background color.

2.2 TAGS

A. Plastic Tags:

1. Manufacturers:

    a. Brady ID.
    b. Craftmark Pipe Markers.
    c. Kolbi Pipe Marker Co.
    d. Marking Services, Inc.
    e. R & R Identification Co.
    f. Seton Identification Products; a Brady Corporation company.

2. Laminated three-layer plastic with engraved black letters on light, contrasting background color.
3. Minimum Tag Size and Configuration: 1-1/2 inches (38 mm); square.

B. Metal Tags:

1. Manufacturers:

    a. Brady ID.
    b. Craftmark Pipe Markers.
    c. Kolbi Pipe Marker Co.
    d. Marking Services, Inc.
    e. Pipemarker.com; Brimar Industries, Inc.
    f. R & R Identification Co.
    g. Seton Identification Products; a Brady Corporation company.

2. Stainless Steel construction; stamped letters.
3. Minimum Tag Size and Configuration: 1-1/2 inches; square with finished edges.

2.3 STENCILS

A. Manufacturers:

1. Kolbi Pipe Marker Co.
2. Marking Services, Inc.
3. Pipemarker.com; Brimar Industries, Inc.
4. R & R Identification Co.
5. Seton Identification Products; a Brady Corporation company.

B. Quality: Clean-cut symbols.

C. Letters:

1. Up to 2-Inch (51-mm) OD of Insulation or Pipe: 1/2-inch-high letters.
2. 2-1/2- to 6-Inch (64- to 150-mm) OD of Insulation or Pipe: 1-inch-high letters.
3. 6-1/2- to 12-Inch (150-mm) OD of Insulation or Pipe: 1-3/4-inch-high letters.
4. Over 12-inch OD of Insulation or Pipe: 3-inch-high-letters

D. Stencil Paint:

1. Description: Semigloss enamel.
2. As specified in Section 099635 – Chemical-Resistant Coating.

2.4 PIPE MARKERS

A. Plastic Pipe Markers:

1. Manufacturers:

a. Brady ID.
b. Craftmark Pipe Markers.
c. Marking Services, Inc.
d. R & R Identification Co.
e. Seton Identification Products; a Brady Corporation company.

2. Factory-fabricated, flexible, and semi-rigid plastic.
3. Preformed to fit around pipe or pipe covering.
4. Larger sizes may be of maximum sheet size, with spring fastener.

B. Plastic Tape Pipe Markers:

1. Manufacturers:

a. Brady ID.
b. Craftmark Pipe Markers.
c. Kolbi Pipe Marker Co.
d. Marking Services, Inc.
e. Pipemarker.com; Brimar Industries, Inc.
f. Seton Identification Products; a Brady Corporation company.

2. Flexible, vinyl film tape with pressure-sensitive adhesive backing and printed markings.

C. Plastic Underground Pipe Markers:

1. Manufacturers:

a. Kolbi Pipe Marker Co.
b. Marking Services, Inc.
c. Pipemarker.com; Brimar Industries, Inc.

d. Rhino Marking and Protection Systems.
e. Seton Identification Products; a Brady Corporation company.

2. Brightly colored, continuously printed plastic ribbon tape.
3. Minimum Size: 6 inches wide by 4 mils thick.
4. Manufactured for direct burial service.

2.5 LABELS

A. Manufacturers:

1. Brady ID.
2. Seton Identification Products; a Brady Corporation company.

B. Material: Aluminum.

C. Minimum Size: 1.9 by 0.75 inches.

D. Adhesive backed, with printed identification.

PART 3 - EXECUTION

3.1 PREPARATION

A. Degrease and clean surfaces to receive adhesive for identification materials.

B. Stencil Painting: Prepare surfaces as specified in Section 099635 – Chemical-Resistant Coating.

3.2 INSTALLATION

A. According to manufacturer instructions.

B. Apply stencil painting as specified in Section 099635 – Chemical-Resistant Coating.

C. Install identifying devices after completion of coverings and painting.

D. Install plastic nameplates with corrosion-resistant mechanical fasteners or adhesive.

E. Labels:

1. Install labels with sufficient adhesive for permanent adhesion and seal with clear lacquer.
2. For unfinished covering, apply paint primer before applying labels.

F. Tags:

1. Identify valves in main and branch piping with tags.
2. Install tags using corrosion-resistant chain.

G. Install underground plastic pipe markers 6 to 8 inches below finished grade, directly above buried pipe.

H. Piping:

1. Identify piping, concealed or exposed, with stenciled painting.
2. Use tags on piping 3/4-inch diameter and smaller.
3. Identify service, flow direction, and pressure.
4. Install in clear view and align with axis of piping.
5. Locate identification not to exceed 20 feet on straight runs, including risers and drops, adjacent to each valve and tee, at each side of penetration of structure or enclosure, and at each obstruction.

END OF SECTION 400553

SECTION 400562 - PLUG VALVES

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes: Eccentric plug valves.

B. Related Requirements:

1. Section 400551 – Common Requirements for Process Valves for basic materials and methods related to valves commonly used for process systems.

PART 2 - PRODUCTS

2.1 ECCENTRIC PLUG VALVES

A. Manufacturers:

1. Clow Valve Company; a subsidiary of McWane, Inc.
2. DeZURIK.
3. Henry Pratt Company; a Mueller brand.
4. Kennedy Valve Company; a division of McWane, Inc.
5. Val-Matic Valve & Manufacturing Corp.

B. Description:

1. As specified in Section 400551 – Common Requirements for Process Valves.
2. Type:

a. Non-lubricated.
b. Eccentric.

3. Minimum Working Pressure: 150 PSI.
4. Ports:

a. Configuration: Round.
b. Minimum Port Area: 100 percent of nominal pipe area for valves 20” and smaller.

5. Stem Bearings: Self-lubricating.
6. Stem Seals:

a. Type: V-ring.

b. Material: Neoprene.

7. Packing and Gland: Accessible and externally adjustable.
8. End Connections:

a. Flanged: Comply with ASME B16.5.

C. Operation:

1. As specified in Section 400551 – Common Requirements for Process Valves.
2. Greater Than 3 Inches: Wormgear manual operators with handwheel.

D. Materials:

1. Body:

a. Cast iron, AWWA C517
b. Lining: Elastomer, as recommended by valve manufacturer for service conditions.

2. Plug:

a. Cast iron, AWWA C517.
b. Lining: Resilient coating, as recommended by valve manufacturer for service conditions.

3. Seats: Nickel.
4. Stem: Type 316 stainless steel.
5. Stem Bearings: Stainless steel.
6. Seals: PTFE.
7. Connecting Hardware: Type 316 stainless steel.

E. Finishes: As specified in Section 400551 – Common Requirements for Process Valves.

2.2 SOURCE QUALITY CONTROL

A. As specified in Section 400551 – Common Requirements for Process Valves.

B. Testing: Test gate valves according to AWWA C509.

PART 3 - EXECUTION

3.1 INSTALLATION

A. According to AWWA C517.

B. Horizontal Piping: Stem horizontal.

C. Vertical Piping: Plug at top when closed.

D. Plugs: On top when open and on pressure side when closed.

END OF SECTION 400562

SECTION 400593 - COMMON MOTOR REQUIREMENTS FOR PROCESS EQUIPMENT

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Motors furnished with equipment.

1.2 SUBMITTALS

A. Product Data:

1. Submit manufacturer information for each motor furnished loose.
2. Indicate nameplate data, compliance with specified standards, electrical ratings and characteristics, physical dimensions, weights, mechanical performance data, and support points.

B. Qualifications Statements: For manufacturer and testing agency.

1.3 QUALITY ASSURANCE

A. Manufacturers Qualifications: Company specializing in manufacturing products specified in this Section with minimum three years' experience.

B. Testing Agency Qualifications: Company in testing products specified in this Section with minimum three years' experience.

1.4 DELIVERY, STORAGE, AND HANDLING

A. Inspection: Accept materials on Site in manufacturer's original packaging and inspect for damage.

B. Storage:

1. Store materials according to manufacturer instructions.
2. For extended outdoor storage, remove motors from equipment and store separately.

C. Protection:

1. Protect materials from moisture and dust by storing in clean, dry location remote from construction operations areas.
2. Provide additional protection according to manufacturer instructions.

1.5 WARRANTY

A. Furnish one-year manufacturer's warranty for motors furnished loose.

PART 2 - PRODUCTS

2.1 MOTORS FURNISHED WITH EQUIPMENT

A. Motors 3/4 hp and Larger: Three phase.

B. Motors Smaller Than 3/4 hp: Single phase, except motors less than ¼ hp may be equipment manufacturer's standard.

C. Three-Phase Motors:

1. Energy-efficient squirrel-cage induction motor with windings to accomplish starting methods and indicated number of speeds.
2. Comply with NEMA MG 1, Design B.
3. Characteristics:

    a. 460 V, three phase, 60 Hz.

4. Service Factor: 1.15.
5. Enclosure: Meet conditions of installation.
6. Design for continuous operation in 104-degree F environment, with temperature rise according to NEMA MG 1 limits for insulation class, service factor, and motor enclosure type.
7. Insulation System: NEMA Class F.
8. Motor Frames: NEMA standard T-frames of steel, aluminum, or cast iron with end brackets of cast iron or aluminum with steel inserts.
9. Thermistor System (Motor Frame Sizes 254T and Larger): Three Positive Temperature Coefficient (PTC) thermistors embedded in motor windings and epoxy-encapsulated solid-state control relay with wiring to terminal box.
10. Bearings:

    a. Grease-lubricated anti-friction ball bearings with housings equipped with plugged provision for relubrication.
    b. Comply with ABMA 9.
    c. L-10 Life: 200,000 hours.
    d. Stamp bearing sizes on motor nameplate.

11. Sound Power Levels: Comply with NEMA MG 1.

D. Single-Phase Motors:

1. Permanent split-capacitor type.
2. Characteristics:

    a. 115/230 V, single phase, 60 Hz.

E. Wiring Terminations: Furnish terminal lugs to match branch circuit conductor quantities, sizes, and materials.

2.2 SOURCE QUALITY CONTROL

A. Testing: Test motors according to NEMA MG 1, including winding resistance, no-load speed and current, locked rotor current, insulation high-potential test, and mechanical alignment tests.

PART 3 - EXECUTION

3.1 PREPARATION

A. Disconnect and remove abandoned motors.

B. Clean and repair existing motors to remain or those to be reinstalled.

3.2 INSTALLATION OF MOTORS

A. Existing Installations:

1. Maintain access to existing motors and other installations remaining active and requiring access.
2. Modify installation or provide access panel.

B. Install motors securely on firm foundation.

3.3 FIELD QUALITY CONTROL

A. Testing Agency: Engage a qualified testing agency to perform tests and inspections.

B. Inspect and test according to NETA ATS, except Section 4.

C. Perform inspections and tests as listed in NETA ATS, Section 7.15.

D. Prepare test and inspection reports.

END OF SECTION 400593

SECTION 404100 – PROCESS PIPING AND EQUIPMENT HEAT TRACING

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes electric and/or fluid heat tracing systems for process piping and equipment.

1.2 REFERENCES

A. IEEE 515 – Standard for Testing, Design, Installation, and Maintenance of Electrical Resistance Heat Tracing

B. National Electrical Code 427

C. UL 515 – Electrical Resistance Heat Tracing for Commercial Applications

1.3 SUBMITTALS

A. Product data

B. Shop drawings

C. Installation instructions

D. Operation and maintenance manuals

E. Certifications and test reports

1.4 QUALITY ASSURANCE

A. Manufacturer qualifications: Minimum 5 years of experience

B. Installer qualifications: Certified by manufacturer

C. Comply with applicable codes and standards

1.5 DELIVERY, STORAGE, AND HANDLING

A. Store in original packaging

B. Protect from moisture and physical damage

1.6 WARRANTY

A. Minimum 2-year warranty on materials and workmanship

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Thermon

B. Nelson Heat Trace

C. nVent

D. Heat Trace Products

E. Or Approved Equal

2.2 MATERIALS

A. General heat trace scope

1. Contractor shall provide complete heat trace system to protect all fluid carrying piping above grade. System shall include self-regulating heat cable, power termination boxes, heat trace cable terminations, led power indicators, and all ancillary devices for proper installation and function. System testing will be documented and a copy provided to the Owner.

B. General standards and requirements

1. Purpose this standard describes uniform practices for the design, installation, testing, and safe operation of all heat tracing equipment and systems.

C. Protective systems to ensure the safety of all heat tracing systems, all necessary ground fault protection and related protective systems shall be put in place.

1. In accordance with NEC 427.23 (A), the heat tracing cables shall have a grounded metallic covering, metallic braid, or equivalent material that surrounds the heating element and bus wires within the heating cable.
2. Individual heat trace circuit power shall be supplied by individual circuit breakers and capable of being locked in the off position and labeled to indicate its use.
3. Ground fault protection equipment shall be in place for electric heat tracing systems and shall have a minimum of 30 ma ground fault current protection on each circuit. Facilities with the service voltages indicated below shall have the appropriate circuit breaker installed to ensure all heat trace circuits can properly trip.

    a. 277 V single phase - 1 pole with ground fault protection
    b. 120 V single phase - 1 pole with ground fault protection

4. An LED indicator shall be placed at the end of every circuit to signify whether the heat tracing cables are energized unless a smart heat trace panel is used, or unless a hazardous enclosure is used.

2.3 DESIGN REQUIREMENTS

A. Heat tracing system design shall consider energy efficiency, material compatibility, and operational safety.

1. The metallic braid or equivalent conductive material within the heating cable shall be resistant to corrosive materials or have a suitable outer covering to prevent corrosion.
2. The selection of thermal insulating material shall consider the following:

    a. Thermal characteristics
    b. Mechanical properties
    c. Moisture resistance
    d. Safety features
    e. Fire resistance

3. Heat trace cables shall be protected from physical damage by using thermal insulating material surrounded with an aluminum jacket. Some equipment requiring routine maintenance may be insulated with a removable jacket which is also sufficient to protect the heat trace cables. The insulating material must also protect the heating cables from water damage and any moisture which could diminish the cable's integrity. Some examples of commonly used insulating material include urethane, calcium silicate, fiber glass, and perlite.
4. The weather barrier or outer aluminum jacket surrounding the thermal insulation shall be durable and moisture resistant.
5. Electrical connections and splices shall be made outside the thermal insulation and installed in electrical junction boxes. These electrical boxes shall be mounted on a stand off tee fitting and be firmly secured to the pipe or vessel.
6. Heat tracing systems should be designed to accommodate 125% heat loss at the worst ambient conditions. The following parameters shall be defined to determine the pipe heat loss:

    a. Minimum temperature that must be maintained.
    b. Minimum expected ambient temperature.
    c. Nominal pipe size and wall thickness.
    d. Thermal insulation type and thickness.
    e. Average wind speed.

7. The minimum heat tracing cable length required is a function of linear feet of piping plus allowances for drop loops at each valve, pipe support, or similar feature.
8. The maximum allowable circuit length of a heating cable shall not be exceeded for a given circuit breaker amperage and shall not exceed manufacturer recommendation. Provide the maximum circuit length for circuit breaker size when supplied 120 vac to a self-regulating heating cable. Maximum length of heating cable is for one circuit breaker.

B. Controls and sensors

1. The location of the ambient sensors or line sensors for a heat tracing system can impact the efficiency and effectiveness of the controller.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Verify piping and equipment are ready for installation

3.2 INSTALLATION

A. Install in accordance with manufacturer’s instructions

B. Secure cables with approved fasteners

C. Avoid sharp bends and overlaps

3.3 TESTING

A. All heat tracing systems including heating cables and circuits should be field tested according to the manufacturer's recommendations along with the guidelines detailed below.

B. Documentation: installation details and tests performed shall be documented using the heat trace installation. This shall be completed by a qualified company representative and signed off by a local i & e supervisor or designee. All records shall be maintained in the job data book and filed with the facility construction records.

C. Controls calibration: individual controls, sensors and other related devices shall be tested to ensure proper calibration. This includes verifying the correct operating temperature range, proper span and set points.

D. Final system test: in order to confirm all components are functioning according to their design, a final system test shall be performed. The power supply and any unconnected equipment shall be hooked up prior to the final test. All temperature controllers (if applicable) shall be turned to the manual setting, and the rated voltage shall be applied to the heat trace system for several minutes. The voltage at the panel and circuit current shall be recorded in the heat trace installation and commissioning records. The ground fault current for each circuit shall be recorded. All led indicators shall be verified to ensure proper

3.4 CLEANING AND PROTECTION

A. Remove debris

B. Protect installed systems until final acceptance.

END OF SECTION 404100

SECTION 404213 - PROCESS PIPING INSULATION

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Pipe insulation.
2. Pipe insulation jackets.
3. Pipe insulation accessories.

1.2 SUBMITTALS

A. Product Data:

1. Pipe insulation.
2. Pipe insulation jackets.
3. Pipe insulation accessories.

B. Samples: Submit two samples of representative size, illustrating each insulation type.

C. Qualifications Statements: For manufacturer and applicator.

D. Manufacturer's Approval: For applicator.

1.3 QUALITY ASSURANCE

A. Test pipe insulation for maximum flame-spread index of 25 and maximum smoke-developed index not exceeding 50, according to ASTM E84.

B. Comply with ASTM C585 for inner and outer diameters of pipe insulation.

C. Factory-fabricated fitting covers according to ASTM C450.

D. Manufacturers Qualifications: Company specializing in manufacturing products specified in this Section with minimum three years' documented experience.

E. Applicators Qualifications: Company specializing in performing Work of this Section with minimum three years documented experienced or approved by the manufacturer.

1.4 DELIVERY, STORAGE, AND HANDLING

A. Inspection: Accept insulation on-Site in manufacturer's packaging and inspect for damage.

B. Store insulation according to manufacturer's instructions.

C. Protect insulation from weather and construction traffic, dirt, water, chemicals, and damage by storing in original wrapping.

1.5 FIELD CONDITIONS

A. Install insulation only when ambient temperature and humidity conditions are within ranges as recommended by manufacturer.

B. Maintain recommended temperature and humidity before, during, and after installation for minimum of 24 hours.

1.6 WARRANTY

A. Furnish one-year manufacturer's warranty for human-made fiber.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Polyisocyanurate Foam Insulation:

1. Manufacturers:

    a. Johns Manville
    b. Duna USA Inc.
    c. Elliott Company of Indianapolis.
    d. ITW Insulation Systems; Illinois Tool Works, Inc.

2.2 PIPE INSULATION

A. Type P-9:

1. Description: Polyisocyanurate foam insulation, formed into shapes for use as pipe insulation.
2. Comply with ASTM C591, Type IV.
3. Density: 2 pcf (32 kg/cu. m).

4. Thermal Conductivity: 180-day aged value of 0.19 Btu-in./h-ft.-deg. F at 75 degrees F (0.027 W/m-deg. C at 24 degrees C).
5. Operating Temperature Range: Minus 297 to 300 degrees F
6. Vapor Barrier Jacket:

    a. Comply with ASTM C1136, Type I.
    b. Factory-Applied Film Thickness: 6 mils (0.15 mm).
    c. Water Vapor Permeance: 0.01 perms.

2.3 PIPE INSULATION JACKETS

A. Aluminum Pipe Jacket:

1. Comply with ASTM B209 (B209M).
2. Sheet Thickness: 0.020 inch (0.50 mm).
3. Finish: Smooth.
4. Joining: Longitudinal slip joints with 2-inch (50-mm) laps.
5. Fitting Covers:

    a. Description: Die-shaped, with factory-attached protective liner.
    b. Thickness: 0.020 inch (0.50 mm).

6. Metal Jacket Bands:

    a. Width: 1/2 inch (13 mm).
    b. Thickness and Material:

        1) 0.020 inch (0.50 mm), aluminum.

2.4 PIPE INSULATION ACCESSORIES

A. Vapor-Retarder Lap Adhesive: Compatible with insulation.

B. Adhesives: Compatible with insulation.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Verify that piping has been tested before applying insulation materials.

B. Verify that surfaces are clean and dry, with foreign material removed.

C. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION OF PIPING SYSTEMS

A. Piping Exposed to View in Finished Spaces: Locate insulation and cover seams in least visible locations.

B. Fire-Rated Penetrations:

1. Continue insulation through penetrations of building assemblies or portions of assemblies having fire-resistance rating of one hour or less.
2. Provide intumescent firestopping when continuing insulation through assembly.
3. Finish at supports, protrusions, and interruptions.

C. Piping Systems Conveying Fluids below Ambient Temperature:

1. Insulate entire system, including fittings, valves, unions, flanges, strainers, flexible connections, and expansion joints.
2. Jacketing:

    a. Furnish factory-applied or field-applied vapor-retarder jackets.
    b. Secure factory-applied jackets with pressure-sensitive adhesive with self-sealing longitudinal laps and butt strips.
    c. Secure field-applied jackets with outward-clinch expanding staples, and seal stapled penetrations with vapor-retarder mastic.

3. Fittings, Joints, and Valves:

    a. Insulate with molded insulation of like material and thickness as adjacent pipe.
    b. Finish with glass cloth and vapor-retarder adhesive or PVC fitting covers.

D. Polyisocyanurate Foam Insulation or Extruded Polystyrene Insulation:

1. Wrap elbows and fitting with vapor-retarder tape.
2. Seal butt joints with vapor-retarder tape.

E. Piping Exterior to Building:

1. Provide vapor-retarder jacket.
2. Insulate fittings, joints, and valves with insulation of like material and thickness as adjoining pipe, and finish with glass-mesh-reinforced, vapor-retarder cement.
3. Cover with aluminum jacket with seams located at 3- or 9-o'clock position on side of horizontal piping, with overlap facing down to shed water, or on bottom side of horizontal piping.

F. Heat-Traced Piping Exterior to Building:

1. Insulate fittings, joints, and valves with insulation of like material, thickness, and finish as adjoining pipe.

2. Size insulation large enough to enclose pipe and heat tracing.
3. Cover with aluminum jacket with seams located at 3- or 9-o'clock position on side of horizontal piping, with overlap facing down to shed water.

END OF SECTION 404213

SECTION 434163 - PRECAST POST-TENSIONED CONCRETE TANKS

PART 1 - GENERAL

1.1 QUALITY ASSURANCE

A. The precast post-tensioned concrete tanks shall be designed and constructed by a PCI (Precast Pre-stressed Concrete Institute) certified company.

B. All manufacturers must submit documentation demonstrating that they are qualified for precast post-tensioned tank construction.

C. The precast concrete manufacturer shall be NPCA (National Precast Concrete Association) certified in order to provide consistent and high quality precast concrete products.

1.2 DESCRIPTION OF WORK

A. This section covers the work necessary for the design, submittals, construction and testing of the post- tensioned concrete structures as described in the following specifications and as shown on the contract documents.

B. Furnish all labor, materials, equipment, scaffolding, etc., required to construct floor slab, walls, walkways, stairways, ladders and hand railings specified herein.

C. The entire tank structure shall be built by a specialty tank contractor, using its own trained personnel and equipment.

1.3 SUBMITTALS

A. Submit shop drawings of all concrete structures, including joint designs and related details for field assembly. Include certification of conformance with contract documents and the appropriate ASTM specification.

B. Submit structural design calculations for the tank structure to the Engineer for approval prior to fabrication or erection. The design calculations shall be signed and sealed by a registered Professional Engineer licensed in the State that the project is located in. The engineer’s approval does not in any way relieve the Contractor of his responsibility for the accuracy and completeness of the project.

C. Alternate manufacturers shall provide drawings, details, and manufacturer’s qualifications a minimum of 2 weeks prior to bid to be considered a pre-approved manufacturer.

1.4 MANUFACTURER

A. The post-tensioned concrete tank manufacturer shall be Mack Industries, Inc., Valley City, Ohio or approved equal.

PART 2 - PRODUCTS

2.1 DESIGN

A. A Professional Engineer registered in the state of the project location shall provide complete structural design and buoyancy calculations. Calculations shall be sealed and signed.

B. All dead loads, live loads, flotation, non-gravity loads, erection, and temperature factors shall be considered in the design of the tank.

C. Geotechnical soil reports, water table and flood elevations shall be considered.

D. The tank structures shall be precast post-tensioned concrete and shall meet or exceed the requirements of ACI-318 (latest edition) as modified by ACI-350 (if applicable).

E. The tank structure shall also be designed to be free-standing without backfill in order to perform water testing. Each individual compartment shall be designed to be full of water to the normal operating water depth with the adjacent compartment empty.

F. Wall and slab pressure relief valves in addition to those illustrated shall be provided as determined by the supplier to prevent buoyancy and wall and slab cracking.

2.2 POST-TENSIONING

A. Post-tensioned concrete tanks shall be in accordance with ACI-318 and the PTI (Post-Tensioning Institute).

B. Post-tensioning tendons shall be un-bonded encapsulated strands. Strands to be cold-drawn, low relaxation, 7-wire strand conforming to ASTM A416, Grade 270. Sheathing shall be high density polyethylene. The location and quantity of the strands shall be per the job specific structural calculations.

C. The tendons, anchors, and hardware shall be manufactured by Lang Tendons, Inc., Dywidag-Systems International or approved equal. Mill test reports for each pack of strand shall be furnished to the Engineer upon request.

D. The tendon conduits shall be Schedule 40 PVC pipe located in accordance with the drawings and calculations. The ends of the conduits shall terminate into a flared precast to insure alignment.

E. Bonded tendons shall be protected from corrosion by plastic ducts, either corrugated or smooth, 48 mil thickness. Plastic ducts shall be chemically inert. Tendons are grouted in the ducts with Portland cement grout, in accordance with ACI 318.

F. Unbonded tendons shall be protected from corrosion by inert polymer polypropylene seamless sheath extruded directly on a grease encapsulated corrosion-inhibitor encased strand, 30 mil minimum thickness. Unbonded tendons shall be in conformance with PTI "Specification for Unbonded Single Strand Tendons" for a corrosive environment. Anchor castings for unbonded tendons shall be totally encapsulated with plastic coating to prevent corrosion.

2.3 WALL PANELS AND CAP WALKWAYS

A. Precast concrete post-tensioned wall panels shall be provided as detailed on the drawings. The walls shall be as indicated on the drawings and be reinforced with grade 60, ASTM A-615 deformed steel rebar as indicated on the structural calculations. The wall panels shall be free of bug holes, voids or imperfections. The wall panels shall have 1" SCH 40 PVC conduits cast in for post-tensioning tendons. Locations and quantities of the conduits and tendons shall be per the job specific structural calculations.

B. The cap walkways shall be as indicated on the drawings and be reinforced with grade 60, ASTM A-615 deformed steel rebar as indicated on the structural calculations. The top of the cap walkway shall have "brushed" non-skid finish. The cap walkways shall have 1" SCH 40 PVC conduits cast in for post-tensioning tendons. Locations and quantities of the conduits and tendons shall be per the job specific structural calculations.

C. The precast concrete shall a minimum 5,000 PSI compressive strength at 28 days. Type 1 or Type 1L cement shall be used. Compressive testing shall be performed in house on a daily basis and the test results made available to the Engineer.

D. Bolted wall panels shall not be used. Tank designs that rely on bolted connections will not be considered.

2.4 CONSTRUCTION JOINTS

A. The wall panel vertical construction joints shall be of a double groove design. The annular space between the wall panels shall be filled completely with a minimum 5000 PSI non-shrink grout prior to the post-tensioning procedure to allow the concrete to be fully in compression. The outer faces of the joints shall be sealed with Sikaflex 1A elastomeric polyurethane sealant applied to the chamfered surfaces in the joint. The sealant shall be applied to clean and dry concrete surfaces.

B. Sika-Swell polyurethane sealant shall be applied to the base slab keyway prior to setting precast wall panels for a primary seal. After the wall panel is set and grouted, the exterior wall to base connection shall be sealed with Sikaflex 1A polyurethane sealant. The interior wall to base connections shall be sealed with C.I.M. Industries, Inc. CIM 1000 urethane sealant entirely covering concrete construction joints.

C. The precast walkway shall be set on the wall panels using a maximum of ½" thick plastic shims. The cap to wall keyway joint shall be completely filled with a minimum 5000 PSI non-shrink grout. There shall be precast openings in the top of caps aligned with the wall joints. A minimum #6 grade 60 rebar dowel (or as indicated on the drawings) shall be installed through the opening into the annular space of the wall joint to "pin" the cap to the wall. Spacing shall be per the job specific structural calculations.

PART 3 - EXECUTION

3.1 The entire installation and construction of the precast post-tensioned concrete structure shall be in strict accordance with the approved drawings, layouts, details, and structural calculations.

3.2 The PCI certified manufacturer shall supervise and install all aspects of the erection, grouting, post-tensioning, etc.

END OF SECTION 434163

SECTION 460753 - PACKAGED WASTEWATER TREATMENT EQUIPMENT

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Packaged plant wastewater treatment system.
2. Aeration chambers.
3. Secondary clarifier.
4. Skimming device.
5. Sludge-holding chamber.
6. Piping.
7. Air diffusion system.
8. Gratings, handrails, and access stairs.
9. Fasteners and lifting lugs.

B. Related Requirements:

1. Section 055000 "Metal Fabrications" for miscellaneous metalwork and fasteners as required by this Section.
2. Section 055213 "Aluminum Handrails" for handrails as required by this Section.
3. Section 055119 "Metal Grating Stairs" for access stairways as required by this Section.
4. Section 31000 “Earthwork” for excavation, trenching, and backfilling.
5. Section 400551 "Common Requirements for Process Valves" for execution requirements for valves required by this Section.
6. Section 400593 "Common Motor Requirements for Process Equipment" for electric motors and their accessories normally supplied as part of equipment assemblies.
7. Section 434163 “Precast Post-Tensioned Concrete Tanks” for the concrete treatment tanks.

1.2 DEFINITIONS

A. BOD5: Biochemical oxygen demand; amount of dissolved oxygen needed by aerobic biological organisms to break down organic material in the course of five days.

B. CBOD: Carbonaceous biochemical oxygen demand; the depletion of dissolved oxygen by biological organisms in which the contribution from nitrogenous bacteria has been suppressed.

C. Coliform Bacteria: General class of bacteria used as indicators of potential contamination of drinking water.

D. Suspended Solids (SS): Small solid particles that remain in suspension in water.

E. Total Kjeldahl Nitrogen (TKN): The sum of organic nitrogen, ammonia (NH3), and ammonium (NH4+) in the wastewater.

F. Total Suspended Solids (TSS): All particles suspended in water that will not pass through a filter.

G. Volatile Suspended Solids (VSS): The portion of suspended solids (SS) that will vaporize when heated to 1,112 degrees F (600 degrees C); primarily organic material, which indicates the biomass present in the aeration tank.

1.3 PREINSTALLATION MEETINGS

A. Preinstallation Conference: Conduct conference at the Project site.

1.4 SUBMITTALS

A. Product Data:

1. Packaged plant wastewater treatment system.
2. Influent Flow Splitter
3. Aeration chambers.
4. Secondary clarifier.
5. Skimming device.
6. Sludge-holding chamber.
7. Piping.
8. Air diffusion system.
9. Gratings, handrails, and access stairs.
10. Fasteners and lifting lugs.

B. Shop Drawings:

1. Indicate system materials and component equipment, including detailed wiring and control diagrams.
2. Indicate complete information concerning fabrication, installation, anchoring, fasteners, and other details.
3. Signed and sealed by the qualified professional engineer responsible for their preparation.

C. Manufacturer's Certificate: Certify that products meet or exceed specified requirements.

1. Certify that installation is completed according to manufacturer's instructions and that packaged wastewater treatment plant is ready for startup, testing, and operation.
2. Submit manufacturer's affidavit certifying tanks have been designed to resist loading and attest to structural adequacy; calculations are not to be submitted.

D. Delegated Design Submittals: Submit signed and sealed Shop Drawings with design calculations and assumptions for the following:

1. Packaged plant wastewater treatment system.
2. Aeration chambers.
3. Secondary clarifier.
4. Skimming device.
5. Sludge-holding chamber.
6. Piping.
7. Air diffusion system.
8. Gratings, handrails, and access stairs.
9. Fasteners and lifting lugs.

E. Source Quality-Control Submittals: Indicate results of factory tests and inspections.

F. Field Quality-Control Submittals: Indicate results of Contractor-furnished tests and inspections.

G. Manufacturer Reports: Indicate results of manufacturer's inspections and instructions issued.

H. Qualifications Statements: For manufacturer, installer, and licensed professional.

I. Submit Manufacturer's Approval: For installer.

1.5 CLOSEOUT SUBMITTALS

A. Operation and Maintenance Data: For the following:

1. Packaged plant wastewater treatment system.
2. Secondary clarifier.
3. Flow metering.
4. Skimming device.
5. Air diffusion system.

1.6 MAINTENANCE MATERIAL SUBMITTALS

A. Spare Parts:

1. Furnish one set of manufacturer's recommended spare parts, including:

a. Four spare diffusers of each type and size.
b. Two sets of belts for each motor.
c. Two spare tube assemblies for solution feed pump.

B. Tools: Furnish special wrenches and other devices required for Owner to maintain system components.

1.7 QUALITY ASSURANCE

A. Manufacturers Qualifications: Company specializing in manufacturing products specified in this Section with minimum three years' documented experience.

B. Installers Qualifications: Company specializing in performing Work of this Section with minimum three years' documented experience and approved by manufacturer.

C. Licensed Professionals Qualifications: Professional engineer experienced in design of specified Work and licensed in State of Ohio.

D. Welders Qualifications: AWS-certified within previous 12 months.

1.8 WARRANTY

A. Warranty: Furnish five-year manufacturer's warranty for packaged wastewater treatment equipment.

PART 2 - PRODUCTS

2.1 PACKAGED PLANT WASTEWATER TREATMENT SYSTEM

A. Manufacturers:

1. MACK Industries
2. Or Approved Equal.

B. Refer to Specifications Section 434163 – Precast Post-Tensioned Concrete Tanks for the concrete tanks that shall be provided by the packaged plant supplier.

C. System components include, air diffuser piping, airlift sludge returns, airlift skimmers, valves, internal piping, blowers, and electrical system.

D. Include grating for operating floor, stair and peripheral railing as provided in the contract drawings.

E. The packaged plant manufacturer shall include the following:

1. Transfer pipes between tanks less than or equal to 10’ in length and any baffles.
2. All internal plant piping & mechanicals as shown on the drawings.
3. Blower assemblies including:

    a. TEFC electric motors
    b. Positive displacement blowers
    c. V belts, pulleys and sheaves
    d. Pressure relief valves
    e. Inlet air filter-silences
    f. Adjustable motor mounting plate

4. Installation of precast concrete tanks including all necessary grout for sealing individual tanks.
5. Installation of all necessary equipment, piping, and controls within the packaged plant.

F. Performance and Design Criteria:

1. Influent Criteria:

    a. Average Daily Flow Rate: 0.01 MGD.
    b. Design Flow Rate: 0.08 MGD.

2. Effluent Criteria:

    a. CBOD: monthly average, ≤10 mg/L
    b. TSS: monthly average, ≤ 12 mg/L
    c. NH3 (Summer): monthly average, ≤ 1.0 mg/L
    d. NH3 (Winter): monthly average, ≤ 3.0 mg/L

3. Unit Design Criteria:

    a. Provide aeration system with minimum detention period of 24 hours based on design flows.
    b. Size aeration tank with minimum side water depth of 10’-4”.
    c. Base clarifier design parameters on following calculated at 100 percent of specified daily design flows with 150 percent return-sludge rate per clarifier:

        1) Surface Settling Rate (average/peak): 200/300 gpd/ft^2.
        2) Solids Loading (average/peak): 17/20 lbs/d/ft^2.
        3) Weir Overflow Rate (average/peak): 2,105/ 3,158 gpd/ft.

2.2 INFLUENT FLOW SPLITTER

A. 5’ x 5’ precast concrete flow splitter box

B. Two 8” stainless steel sluice gates.

2.3 AERATION CHAMBERS

A. Size capacity of aeration chambers to meet performance requirements for 80,000 gpd design flow.

B. Filleted on each side of chamber at bottom to prevent sludge accumulation to enhance rotation of tank contents and prevent scum and froth accumulation.

C. Control air volume introduced longitudinally near bottom of chamber to ensure adequate mixing and cleansing velocities within aeration chamber and maintenance of solids in suspension.

D. All necessary diffuser bars, drop pipes, and air headers shall be installed in the aeration chamber. The air comes in contact with the sewage by means of disc diffusers suspended on a quick coupled air supply pipe drop. Each supply pipe drop shall have an easily accessible ball valve to regulate the air supply to the diffusers.

2.4 SECONDARY CLARIFIER

A. Size clarifier chamber to meet performance requirements; total settling volume to include volume of upper one-third of sludge hopper; bottom of chamber formed into inverted pyramidal hopper, dimensions as shown on the Drawings.

B. Equip clarifier with airlines connected to aeration blowers, to return settled sludge and floating materials to aeration chamber; sludge-return airlifts equipped with valves to permit wasting of excess sludge to sludge-holding tank.

C. Design sludge-return recirculation capacity of at least 100 percent of 24-hour design flow.

D. Furnish valves on air line to vary air volume.

E. Baffles shall be provided at the inlet to the final clarifiers to prevent turbulence and short-circuiting.

1. These baffles shall extend 6 inches above the liquid level and have a total height of 32”.
2. Baffles shall also be provided 6 inches upstream from the effluent weir.
3. These baffles shall extend 6 inches above the liquid level and have a total height of 16 inches.

4. An aluminum, adjustable v-notch trough weir shall be provided across the width of the chamber to enable the effluent to be discharged uniformly along the width of the chamber.
5. This weir shall be located approximately 12 inches from the end wall of the chamber to offset any wall currents and shall be easily accessible for observation and maintenance.

F. Equip clarifier with baffle and effluent weir trough; mount weir to permit height adjustment for maintaining proper fluid level.

2.5 SKIMMING DEVICE

A. Furnish airlift skimming device located in clarifier to skim and return floating material to aeration chamber; equip air-supply line with needle valve to regulate rate of return.

B. A surface skimmer shall be provided in each clarifier tank to remove any excessive amount of grease, oil, or scum that may be encountered in the final settling chamber.

C. This skimmer shall be adjustable with proper leveling capabilities. The skimmed material shall be returned to the aeration chambers. The rate of return shall be controlled by a ball valve on the air induction line.

2.6 SLUDGE-HOLDING CHAMBER

A. Description:

1. Furnish aerated sludge-holding chamber as integral part of packaged wastewater treatment plant.
2. Minimum Capacity: 10,000 gal.

B. Sizing of air-supply piping and distribution devices by equipment manufacturer.

C. Furnish valves to divert return sludge from aeration tanks to sludge-holding tank.

D. Furnish supernatant return pipe to return supernatant to aeration tank.

E. Furnish sludge-withdrawal pipe to permit sludge removal from sludge-holding tank.

2.7 PIPING

A. Furnish piping, valving, and fittings from blowers to aeration tank diffusers, sludge-holding tank diffusers, return-sludge airlifts, and scum skimmer.

B. Furnish necessary taps in each blower-discharge pipe for future mounting of pressure gage, thermometer, and pressure switch. Furnish tap in blower intake pipe for mounting pressure gage.

C. Pipe: as notes on the drawings and pipe schedule.

D. Fittings shall be the same as the pipe with threaded or flanged joints.

E. Furnish unions at drop pipes and adjacent to valves, to facilitate piping disassembly.

F. Verify that piping has been subjected to pressure test and has satisfactorily withstood tests.

2.8 AIR DIFFUSION SYSTEM

A. Furnish blower and associated appurtenances to supply air to aeration tank diffusers, sludge-holding tank diffusers, return-sludge airlifts, and scum skimmer.

B. Minimum Air Requirements:

1. Per Aeration Tank: 160 scfm.
2. Per Sludge-Holding Tank: 80 scfm.
3. Return-Sludge Airlifts: Adequate air flow rate to meet minimum recirculation rates as specified in this Section.
4. Scum-Skimming Device: Furnish air flow rate to skim and return floating material from settling tank to aeration tank.

C. Discharge pressure rating of blowers determined by packaged wastewater treatment plant manufacturer based on piping sizes and configurations.

D. Blower:

1. Positive-displacement, constant-volume, continuous-service, horizontal-flow, rotary-lobe type.
2. Mount blower on two formed-steel rail supports with forward or reverse adjustment of blower, with respect to plane of V-belts.
3. Furnish intake side of blower with dry, pleated-paper-element-type media capable of being cleaned and reused; 98 percent minimum rated efficiency on 2-micronand larger particles.
4. Tap discharge pipe for weight-loaded pressure relief valve with removable weights machined for pressure adjustment in 2-psi increments.
5. Furnish weight-loaded cap to lift off valve seat upon pressure increase and automatically reseat with line pressure reduction.
6. Connect discharge pipe to pipe feeding main air header with flexible connections of fiberglass-impregnated silicone rubber, double-lock-strap-type clamps, stainless steel bands, and hex-head slotted screws; minimum 40 psig and 300 degrees F rated.
7. Rotors: Symmetrical, two-lobe, involute type machined from close-grained cast iron to exact involute shape.
8. Lobes: Integrally cast or attached to steel shafts.

E. Housing:

1. Weatherproof, insulated for less than 85 dB based on open field test measured at distance of 9 feet from blower.
2. Steel: phosphatized and double coated with baked-enamel finish.
3. Hinge housing at one end of frame to allow lifting of housing to reveal interior components.

F. Frame:

1. One-piece, full-length fabricated steel; non-warping; enameled finish.
2. Design minimum deflection under full-load torque and pulsation.

G. Motor: As specified in Section 400593 "Common Motor Requirements for Process Equipment."

1. Ball-bearing, horizontal, solid-shaft, totally enclosed, fan-cooled, 480 volt, 3phase, 60-Hz motor.
2. Constant-speed NEMA4X with a 1.15 service factor.
3. Mount motor on two formed-steel rail supports with forward or reverse adjustment to maintain belt tension.
4. Drive blower motor by means of properly sized sheaves and V-belts.

H. Mount blowers on packaged wastewater treatment plant at location indicated on Drawings.

I. Air Diffusers:

1. Aeration and Sludge-Holding Tank Air Diffusers: Coarse bubble type.
2. Ensure that diffuser spacing and air velocity provide adequate mixing velocities within aeration tank and sludge-holding tank to prevent dead spots and maintain cleansing velocities.
3. Furnish diffusers parallel to and near base of fillet and at an elevation that provides optimum diffusion and mixing of tank contents.
4. Furnish diffuser assembly capable of being removed without draining tank and equipped with air-regulating valve to permit adjustment of air flow or complete shutoff.
5. Diffuser:

    a. The air diffusers shall be model 375, snap-cap plus 5 diffusers as manufactured by Enviroquip International inc. or equal and shall be mounted on 16-inch center-to-center spacing on a 1-1/4 inch, schedule 80 PVC header.
    b. The diffuser shall be designed to open under air pressure, to release air in a steady stream of bubbles, and to close when airflow to the diffuser is stopped preventing backflow of fluids and solids into the diffuser body and clogging of the diffuser.

c. The diffuser base shall be constructed of molded Celcon plastic with a 3/8-inch NPT thread for connection to the air header system.
d. The diffuser diaphragm shall be constructed of injection molded thermoplastic rubber compounded of polypropylene plastic and EPDM rubber.
e. The diffuser shall be designed to operate at a design flow rate of 5 standard cubic feet per minute with a maximum allowable flow rate of 10 standard cubic feet per minute.

6. Diffuser Drops

a. The disc diffusers shall be mounted on a 1-1/4 inch schedule 80 PVC
b. headers. The diffuser assembly shall be suspended on a 1-1/4 inch schedule 40, galvanized steel air supply pipe drop.
c. Each supply pipe drop shall have an easily accessible union to facilitate diffuser drop removal for maintenance and service of the diffuser assembly.
d. Each supply pipe drop shall have an easily accessible ball valve to manually regulate the air supply to the diffusers.

2.9 GRATINGS, HANDRAILS, AND ACCESS STAIRS

A. Gratings:

1. As specified in Section 055300 "Metal Gratings," covering entire interior surface of clarifiers and filters.

B. Handrails: As specified in Section 055213 "Aluminum Handrails."

C. Access Stairs: As specified in Section 055119 "Metal Grating Stairs."

D. Access Platform: As specified in Section 055300 "Metal Grating."

2.10 FASTENERS AND LIFTING LUGS

A. Lifting Lugs: Furnish lifting lugs to facilitate field installation of tanks; locate and reinforce to enable lifting of assemblies without causing structural damage to units.

B. Fasteners: As specified in Section 055000 "Metal Fabrications."

2.11 FABRICATION

A. Assemble complete packaged wastewater treatment plant at factory to ensure fitting of units, piping, and equipment prior to shipment.

2.12 FINISHES

A. Blast clean ferrous metal surfaces to SSPC SP 10 near-white blast after fabrication.

B. Shop-apply one coat of coal-tar epoxy finish, 16-mil (0.41-mm) dry film thickness to interior wetted surfaces.

C. Motors, Electrical Components, and Control Cabinets: Manufacturer's standard finish.

D. Galvanizing: ASTM A123 (A123M); hot-dip galvanized after fabrication.

E. Galvanizing for Nuts, Bolts, and Washers: ASTM A153 (A153M).

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of the Work.

B. Examine roughing-in for equipment and piping to verify actual locations of piping connections before installation of:

1. Packaged plant wastewater treatment system.
2. Secondary clarifier.
3. Skimming device.
4. Air diffusion system.
5. Associated chambers.

C. Examine walls, floors, and roofs for suitable conditions where packaged wastewater treatment equipment will be installed.

D. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION OF PACKAGED WASTEWATER TREATMENT EQUIPMENT

A. Erect packaged wastewater treatment unit according to Drawings and manufacturer's installation instructions.

B. Complete joint-penetration welds, double welded from both sides for field joining of shop-fabricated tank units and structural attachments.

C. Complete bolting to connect tanks and to mount equipment.

D. Install blower and motor assembly, piping, and appurtenances as indicated on Drawings and according to manufacturer's instructions.

1. Install and connect piping, accessories, and power as required to ensure complete, operable air handling system.

E. Handrail Posts and Rails: Install plumb and in straight line along run.

3.3 FIELD QUALITY CONTROL

A. Welding:

1. If welds show evidence of leaking, empty tank and repair welds.
2. Remove defective welds by chipping or by arc or carbon gouging.

B. Testing Agency: Owner will engage a qualified testing agency to perform tests and inspections.

C. Tests and Inspections:

1. Performance Testing of Treatment Unit:

a. After field adjustments are completed, test treatment unit under operating conditions continuously for three consecutive days to demonstrate unit compliance with design criteria, and permit discharge limitations.
b. Testing for influent and effluent BOD5, SS, TKN, and P concentration.
c. Take one sample of influent and effluent at 8:00 AM and 4:00 PM on each of three days for total of six influent and six effluent samples.
d. Conduct sampling under supervision of manufacturer's field representative and in presence of Architect/Engineer.
e. When wastewater treatment plant does not meet specified performance criteria within 60 days, modify system to meet performance criteria and rerun performance test; equipment modifications are subject to approval of Architect/Engineer.
f. When wastewater treatment unit fails to meet specified performance criteria within 60 days, remove unit from Project Site and replace with unit capable of meeting performance criteria, at no additional cost to Owner.

2. Performance Testing of Blower Unit:

a. Check correct rotation of blower motor; adjust V-belt tensioning and alignment; ensure proper blower and motor lubrication.
b. Run each blower unit under direction of manufacturer's representative for period of four continuous hours to demonstrate correct alignment, smooth operation, and freedom from vibration, noise, and overheating; take motor amp readings to demonstrate motor is not overloading.
c. Test in presence of Architect/Engineer.

d. Measure following, using metering devices to determine conformance with performance requirements:

1) Blower and motor rpm.
2) Discharge-air volume and pressure.
3) Relief valve settings.

e. When components fail to perform as specified or are defective, correct deficiencies and rerun performance test.
f. Equipment modifications are subject to approval of Architect/Engineer.

3. Operation Demonstration

a. Perform the operation demonstration with the completion of performance testing.
b. Refer to specification Section 017901 – Operational Demonstration.

D. Prepare test and inspection reports.

END OF SECTION 460753

SECTION 6
STANDARD SPECIFICATIONS

STANDARD SPECIFICATIONS

1. The "Construction and Material Specifications" of the State of Ohio Department of Transportation (ODOT), 2023 edition, current ODOT supplemental specifications, and current ODOT standard drawings shall govern work and materials which are not specified or modified herein or on the project Contract Drawings. All references to "the Department" shall be changed to "the Owner or his Representative." The project Contract Drawings and Specifications, in the event of a discrepancy, shall supersede the ODOT Specifications.

   The absence of an “As Per Plan” designation on some item descriptions in the proposal for which there are clear and controlling plan notes, specifications, or other requirements does not relieve the Contractor of the responsibility to read, bid and construct those particular items in accordance with the governing plan notes, specifications, or other requirements and the Contractor shall have no basis of claim based upon an “order of precedence”.

   ODOT 104.02 D., 611.04, 611.12, and 611.13 shall not apply to this project.

SECTION 7
SPECIFIC PROJECT REQUIREMENTS

SPECIFIC PROJECT REQUIREMENTS

1 - CONTACT DURING BIDDING

1.1 All questions during bidding should be addressed to Maggie Boru, at Verdantas LLC, 8150 Sterling Court Mentor, Ohio 44060, at mboru@verndatas.com

2 - CORRECTION PERIOD

2.1 The Correction Period in Section 13.07 of the General Conditions shall be changed from a one (1) year to a two (2) year period.

3 - INSURANCE

3.1 Section SC-5.04(D) of the Supplementary Conditions shall be deleted and no "all risk builders risk" or "installation floater" insurance need be purchased by the Contractor.

3.2 See the following Bid Set Sections for Insurance Requirements:

A. Section 1, Instructions to Bidders, Part 10 Insurance

B. Section 3, General Conditions, Article 5 Bonds and Insurance (EJCDC) or Article 11 Insurance and Bonds (AIA), whichever is used in the Bid Set

C. Section 4, Supplemental Conditions

4 - WORKING HOURS

4.1 No work shall be performed between the hours of 7:30 p.m. and 7:30 a.m. nor on Saturday, Sunday, or legal Holidays, without written permission of the Owner.

5 - PROJECT COMPLETION

5.1 All work including restoration and clean-up shall be completed no later than the contract completion date. Failure to complete all work within the allotted time will result in assessment of liquidated damages. Upon completion of all work and written notification of same by the Contractor, the Engineer and Owner will compile a punch list. The punch list will be sent to the Contractor. All punch list work shall be completed to the satisfaction of the Engineer and the Owner within 14 days after receipt of the punch list. Failure to complete the punch list work within the allotted time will result in assessment of liquidated damages.

6 - SUBSTANCE USE PREVENTION AND RECOVERY (SUPR) PROGRAM

6.1 Formerly known as the Drug-Free Safety Program, is BWC's voluntary safety program developed to address workplace use and misuse of alcohol and other drugs. During the life of this project, the Contractor and all its Subcontractors that provide labor on the Project site must be enrolled in and remain in good standing in the Ohio Bureau of Worker's Compensation ("OBWC") Substance Use Prevention and Recovery (SUPR) or a comparable program approved by the OBWC.

7 - OHIO ETHICS LAW

7.1 Contractor agrees that it is currently in compliance and will continue to adhere to the requirements of Ohio Ethics law as provided by Section 102.03 and 102.04 of the Ohio Revised Code.

8 - PERIODIC PAYMENTS

8.1 This project is expected to be funded in whole or in part by the Ohio EPA **WPCLF and OPWC** Programs. The Contractor shall comply with all requirements of this program. The periodic payments to the Contractor may be made in whole or in part through the OWNER and/or OWDA/OPWC. In paragraph 14.02 C.1. of the General Conditions, change "ten days" to "sixty days."

8.2 Ohio EPA must approve all change orders prior to a change order item being paid on a pay estimate.

9 - SITE ACCESS

9.1 Access to the site for field investigation of existing conditions must be scheduled in advance with the Owner by contacting Mr. Noah Pierce, Wastewater Superintendent, who can be reached at (440) 576-3722.

10 - MSDS SHEETS

10.1 Contractors or suppliers shall furnish MSDS sheets for any hazardous substance brought onto county property or a county job site.

END OF SECTION

SECTION 8
SPECIAL REQUIREMENTS - EPA

Contract Document Provisions

- The following contract requirements and forms are to be included in the construction contract documents. Completed copies of the forms are to be submitted to Ohio EPA within one week after bids are received, or sooner, dependent on your individual project schedule. Bid packages for WPCLF projects should be submitted to DEFA in the central office while bid packages for WSRLA projects should be submitted to the appropriate DDAGW district office.

Equal Employment Opportunity (EEO) Requirements

The Contractor's EEO Certification Form must be (1) included in the contract documents and (2) referenced in the Instructions to Bidders, informing bidders that the form must be completed and submitted with their bid.
NOTE: If the loan applicant has its own EEO requirements, local procedures and forms may be substituted for the EPA form.

Debarment

The Certification Regarding Debarment, Suspension, and Other Responsibility Matters must be (1) included in the contract documents and (2) referenced in the Instructions to Bidders, informing bidders that the form must be completed and submitted with their bid.

Disadvantaged Business Enterprises (DBE) Utilization

The DBE Specification language and instructions to the bidders and Forms 6100-3 and 6100-4 must be (1) included in the contract documents and (2) referenced in the Instructions to Bidders, informing bidders that the forms must be completed and submitted with their bid.
NOTE: If the loan applicant has its own DBE requirements or if other funding programs with potentially competing DBE requirements are participating in the project funding, please contact Ohio EPA – DEFA for specific instructions regarding the DBE requirements.

Davis-Bacon wage rate requirements

The contract documents must include language that requires contractors and subcontractors to pay wages at rates not less than those prevailing on similar projects within the area as determined by the US Secretary of Labor. In addition, the loan recipient will be required to conduct wage interviews and monitor payroll for compliance.

Build America, Buy America (Lead Service Line, Emerging Contaminant, Equivalency Projects)

Build America Buy America Act (BABA) requirements apply to Lead Service Line, Emerging Contaminants and equivalency projects funded by a WPCLF assistance agreement and/or a WSRLA assistance agreement. Equivalency projects are those receiving funding from federal capitalization grants that support the WPCLF and WSRLA programs. The acknowledgement form must be included in the contract documents. The acknowledgement form should be signed by the contractor and submitted with the final bid package. It is recommended that the BABA guidance document and questions and answers document be included in the contract documents.

BABA Does Not Apply for this Project

American Iron and Steel

All treatment works projects funded by a WPCLF assistance agreement and all public water system projects funded by a WSRLA assistance agreement are required to comply with American Iron and Steel (AIS) requirements. The acknowledgement form must be included in the contract documents. The acknowledgement form should be signed by the contractor and submitted with the final bid package. It is recommended that the AIS guidance document and questions and answers document be included in the contract documents.

- The following contract requirements are to be included in the construction contract documents but are not required to be submitted to Ohio EPA for contract endorsement.

Violating Facilities Clause

Language prohibiting this use of equipment or services from anyone on the EPA List of Violating Facilities must be included in the contract documents.

Small Businesses in Rural Areas (SBRA)

Language encouraging the participation of small businesses in rural areas should be included in the contract documents.

Prohibition on Telecommunications and Video Surveillance

Restrictions to loan recipients and subrecipients on certain telecommunications and video surveillance services or equipment due to Public Law 115-232.

Insurance Provisions

Section 3.5 of the WPCLF/WSRLA Loan Agreement contains specific requirements regarding insurance for all contractors and all subcontractors for the life of the contract. These insurance requirements must be reflected in the contract documents. Adjust the language as needed to meet the specifics of the construction project while still meeting the provisions of the Loan Agreement.

Materials Testing

In addition to the details included with specific equipment testing in the specifications, there should be an overall statement regarding testing for the project. Adjust the language as needed to meet the specifics of the construction project.

Continuous Treatment Provisions

It is important that construction activities not result in any temporary violations of Drinking Water or NPDES permit requirements (for permitted facilities). Construction activities should interrupt wastewater service to the individual resident as little as possible. For drinking water projects, it is important that construction activities not result in any disruption of service. The example language is intended for construction work occurring at an existing drinking water plant or a WWTP and must be adjusted to meet the specifics of the construction project.

WPCLF/WSRLA Change Order Form

All change orders for the construction project must be executed on the WPCLF/WSRLA change order form. The form must be (1) included in the contract documents and (2) the instructions referenced in the Contract Documents.

- The following contract requirements are provided in Ohio Revised Code (ORC). Some loan applicants have local requirements that supersede ORC provisions for competitive bidding, and these local requirements can be applied instead of ORC, except for those requirements specified in the WPCLF/WSRLA loan agreements.

Bid Guarantee

The requirements for a bid guarantee (which can be a bond or a certified check, cashier's check, or letter of credit) are covered in ORC 153.54.

Payment and Performance Bonds

The requirements for a Payment and Performance Bond are covered in ORC 153.54 and Section 3.4 of the WPCLF/WSRLA Loan Agreements.

Payment Retention

The requirement for payment retainage is provided in ORC153.12. Details on how the escrow account that holds the retainage are provided in ORC 153.13. Further details on how and when to pay for materials delivered and installed are provided in ORC 153.14.

Completion Time

The contract documents must state the length of the contract time per ORC 153.19. The dates for Initiation of Operation and Project Completion are specified in the WPCLF/WSRLA Loan Agreements and need to coincide with the specified contract time.

- The following are contract provisions to consider but are not required. The language provided for each are samples only and must be adjusted to reflect the specifics of the project and local needs.

Local Protest Procedure

Some statement as to when a valid protest must be filed, in what form it must be filed and who it must be filed with should be included. ORC 153.12 has some default procedures for handling disputes. If the owner wants more control than provided in ORC, a procedure needs to be spelled out in the Contract Documents.

Basis and Method for Award

The contract documents should include some language that clearly states what the Owner will consider when determining the successful bidder and to provide a clear basis for the Owner when they have a need to reject the low bidder and go with a different bidder.

Payment Methods

To minimize uncertainty and arguments that can slow down the progress of construction it is useful to provide language stating how and when the Contractor will get paid. In addition to ORC and other local requirements, the involvement of public funding Agencies such as the WPCLF, WSRLA, Ohio Public Works Commission and Community Development Block Grant impact the process and timing for payments.

Contract Documents Review (pre-advertising)

Whenever possible, all the provisions listed above must be included in the contract documents for the project prior to advertisement for bids. Ohio EPA's review for these contract provisions will occur as part of our normal detail plans and specifications review. The bidding documents are to be submitted to Ohio EPA for review regardless of whether a Permit to Install or a Plan Approval is required for the project.

After bidding has started:

In those cases when WPCLF or WSRLA funding is being requested after advertisement for bids has started, add all missing contract provisions, forms, and requirements via addendum.

After bids have been opened but before contracts have been signed:

If the bid advertisement period is over and bids have been opened, but the construction contract have not been signed yet, provide a draft contract change order which would be used to incorporate all missing contract provisions, forms, and requirements into the contract. This should be done in consultation with local legal counsel to address any potential bid protest concerns.

Construction contracts have already been signed:

If the construction contract has already been signed, a contract change order must be executed incorporating all missing contract provisions, forms, and requirements into the contract.

A Contract Documents Review checklist is provided here to help ensure that all requirements are included and to help expedite Ohio EPA's review of your documents.

Bid Package Submittals (post-advertising)

Certain documents must be submitted to Ohio EPA within one week after bids are received, or sooner dependent on your individual project schedule. Please look here for a complete list of the required submittals.

Disadvantaged Business Enterprises (DBE) Utilization

(Required Contract Provision)

USEPA has a program to encourage the participation of disadvantaged businesses in the construction activities funded by the Clean Water and Drinking Water SRF's. "DBE" is an all-inclusive term that includes Minority Business Enterprises (MBE), Women Business Enterprises (WBE), Small Business Enterprises (SBE), Small Business in Rural Areas (SBRA), HUBZone Small Business, Labor Surplus Area Firms (LSAF), and other entities defined as socially and/or economically disadvantaged. While the WPCLF and WSRLA strongly encourage participation by all disadvantaged groups, specific participation goals are negotiated with USEPA only for Minority Business Enterprises and Women's Business Enterprises.

Goals

As a condition of receiving capitalization grants from U.S. EPA for the Water Pollution Control Loan Fund (WPCLF) and the Water Supply Revolving Loan Account (WSRLA), the Ohio EPA negotiates "fair share" Disadvantaged Business Enterprises (DBE) objectives with U.S. EPA. **The current negotiated goal for construction related activities is 5.4% (the total goal is based on 3.1% of MBEs and 2.3% of WBEs participation).** Recently, the USEPA issued a class exemption on some Disadvantaged Business Enterprise (DBE) requirements: https://www.epa.gov/grants/rain-2025-g02. While the exemption removes reporting and recordkeeping requirements it does not eliminate the good faith effort (GFE) requirement. As noted in this exemption, "Nothing in this class exception and waiver affects EPA's statutory obligations or agency and recipient obligations under 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, including the considerations ("GFE") listed in 2 CFR 200.321 when procuring goods and services under the EPA award." Based on the language of the exemption, the current DBE goal for Ohio EPA State Revolving Funds (SFRs) are still in place and a GFE is mandatory for all loan recipients that do not meet the DBE goal.

DBE Certification

Under the DBE program, qualified DBE's are those that have been certified as an MBE or WBE. Certifications can be obtained from a federal agency such as the Small Business Administration or the Department of Transportation or by an approved State agency. The Unified Certification Program (UCP) administered by the Ohio Department of Transportation (ODOT) can provide the necessary DBE certifications. Information on the UCP can be found at www.ohioucp.org as well as the ODOT website https://www.transportation.ohio.gov/programs/business-economic-opportunity/dbe. The Department of Development operates the Encouraging Diversity Growth and Equity Program (EDGE), the other state approved DBE certification program. Information on EDGE can be found at https://development.ohio.gov/business/minority-business/business-certifications/encouraging-diversity-growth-and-equity-program.

On September 30, 2025, USDOT issued an interim final ruling in regard to the DBE program. Changes to the DBE guidelines have affected the ODOT certification program, but it does not affect the requirement for SRFs to meet the GFE for DBE participation.

All previously certified DBEs through the ODOT DBE program are no longer effective and all DBEs will need to resubmit for certification that follows the new guidelines. DAS EDGE is unaffected by this change and can be used as part of the SRF requirements towards meeting the DBE goals of 5.4% of each loan. Because the ODOT

program currently does not include any certified DBEs, Ohio EPA will accept any certified DBEs through non-

approved certification programs that follow the ODOT program 51% ownership requirement as part of a GFE to meet the DBE goals.

DBE Qualifications

To qualify for MBE certification, businesses must be 51 percent owned and controlled by a U.S. citizen and Ohio resident belonging to an African American, Native American, Hispanic, or Asian American ethnic group. In addition, the business must be in operation for at least one year prior to submitting an application. For DBE status, a business must be at least 51 percent owned by a socially and economically disadvantaged person who participates in the daily operations of the business. This person must be a woman or of African-American, Hispanic, Native American, Asian American ethnicity.

Program Requirements

To comply with DBE program requirements the WPCLF/WSRLA loan recipient must do the following:

1. Create and maintain a bidder's list (see description below)
2. Include contract conditions applicable to the DBE program in all procurement contracts entered into by the Borrower for all WPCLF and WSRLA projects. These conditions are listed below.
3. Follow, document, and maintain documentation of good faith efforts on the part of prime contractors to ensure that Disadvantaged Business Enterprises (DBEs) have the opportunity to participate in the project.
4. Review the Form 6100-3 and 6100-4 submittals provided by bidders on the project for completeness and obtain any additional information necessary to verify the certification status of all proposed subcontractors.
5. Obtain documentation of the good faith efforts of the prime contractor if the prime contractor does not meet the MBE or WBE goal.
6. Obtain a written confirmation from any prime contractor states that they will not meet the MBE and WBE goals because they will not be entering into any agreements for goods or services with any company, firm, joint venture, or individual.
7. Submit the following to the Ohio EPA/DEFA as part of the bid package upon which the WPCLF/WSRLA loan amount is determined:
    - Form 6100-3 from each subcontractor
    - Form 6100-4 from each prime contractor
    - A copy of the Good Faith Efforts documentation from any prime contractors that will not meet the MBE and WBE goals,
    - If any of the prime contractors will not meet the MBE and WBE goals because they will not be entering into any agreements for goods or services with any company, firm, joint venture, or individual, a copy of the written confirmation from that prime contractor

NOTE: It is up to the WPCLF/WSRLA loan recipient whether or not to require completion and submission of Forms 6100-3 and 6100-4 from all bidders with the bid proposal or to accept completion and submission from the successful bidder(s) only at some time after bids are received. Regardless of whether the forms are completed and submitted with the bids or at some later time once the successful bidders are identified, completed forms are to be submitted to Ohio EPA with bid package.

To comply with DBE program requirements all prime contractors must do the following:

1. Follow, document, and maintain documentation of their good faith efforts.
2. Complete and submit Form 6100-4 DBE Subcontractor Utilization Summary as part of the bid proposal package to the loan recipient.
3. Have its Disadvantaged Business Enterprise subcontractors complete Form 6100-3 DBE Subcontractor Proposed Performance Form and submit those as part of the bid proposal package to the loan recipient.

Bidders List

The Borrower must create, maintain, and use a bidders list for purposes of soliciting both MBE/WBEs and non-MBE/WBEs during procurement of construction, equipment, supplies, and services. This list shall include:

1. Entity's name with point of contact;
2. Entity's mailing address, telephone number, and e-mail address;
3. The procurement on which the entity bid or quoted, and when; and
4. Entity's status as an MBE/WBE or non-MBE/WBE.

Borrowers that receive less than $250,000 or less in any one fiscal year can be exempt from maintaining a Bidders List.

The Bidders List shall be maintained until the project period has expired and the Borrower is no longer receiving EPA funding. The Bidders List must include all firms that bid on the prime contracts, or bid or gave a quote on subcontracts, including both MBE/WBEs and non-MBE/WBEs.

Required Contract Conditions

The DBE Specification language and instructions to the bidders and Forms 6100-2, 6100-3 and 6100-4 must be included in the contract documents and referenced in the Instructions to Bidders, informing bidders that the forms must be completed and submitted with their bid for all WPCLF and WSRLA projects:

1. 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 owner.
2. The prime contractor must notify the owner in writing prior to the termination of any Disadvantage Business Enterprise subcontractor for convenience by the prime contractor.
3. If a Disadvantage Business Enterprise contractor fails to complete work under the subcontract for any reason, the prime contractor must employ the six Good Faith Efforts (listed below) if soliciting a replacement contractor.
4. The prime contractor must employ the six Good Faith Efforts even if the prime contractor has achieved its fair share objectives.
5. An owner must ensure that each procurement contract it awards contains the following terms and conditions:

   The contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 40 CFR 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.

Good Faith Efforts

Borrowers and their prime contractors must follow, document, and maintain documentation of their good faith efforts as listed below to ensure that Disadvantaged Business Enterprises (DBEs) have the opportunity to participate in the project by increasing DBE awareness of procurement efforts and outreach.

1. Ensure DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities; including 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 the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitation for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.
3. Consider in the contracting process whether firms competing for large contracts could be subcontracted with DBEs. This will include dividing total requirements when economically feasible into smaller tasks or quantities to permit 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 Small Business Administration and the Minority Business Development Agency of the U.S. Department of Commerce.
6. If the prime contractor awards subcontracts, require the prime contractor to take the steps in numbers 1 through 5 above.

DBE Forms

Form 6100-3 – Each prime contractor must have its DBE subcontractors complete **Form 6100-3 DBE Subcontractor Proposed Performance Form**. This form gives the DBE subcontractor the opportunity to report the scope and cost of the subcontract and it should be forwarded to the Prime Contractor along with the DBE's quote. Each subcontractor completes one Form 6100-3. The Borrower must submit all Form 6100-3 forms to the Ohio EPA/DEFA as part of the bid package upon which the WPCLF/WSRLA loan amount is determined.

Form 6100-4 – Each prime contractor must complete and submit **Form 6100-4 DBE Subcontractor Utilization Summary** as part of the prime contractor's bid proposal package to the Borrower. This form summarizes the Prime Contractor's intended use of identified DBE(s) and the estimated dollar amount of each subcontract. Only one Form 6100-4 form is required from each Prime Contractor. The Borrower must submit this form to the Ohio EPA/DEFA as part of the bid package upon which the WPCLF/WSRLA loan amount is determined.

Violating Facilities Clause

ViolatingFacilities:

The Contractor agrees to comply with all applicable standards, orders or requirements under Section 306 of the Clean Air Act, 42 USC 1857 (h), Section 508 of the Clean Water Act, 33 USC 1368, Executive Order 11738, and EPA regulations, 40 CFR Part 32, which prohibits the use under non-exempt Federal contracts, grants, or loans of facilities included on the EPA List of Violating Facilities.

Requirement For Utilization Of Small Businesses In Rural Areas (SBRA)

This procurement is subject to the EPA policy of encouraging the participation of small businesses in rural areas. It is EPA policy that recipients of EPA financial assistance awards utilize the services of small businesses in rural areas (SBRAs), to the maximum extent practicable. The objective is to assure that such small business entities are afforded the maximum practicable opportunity to participate as subcontractors, suppliers and otherwise in EPA-awarded financial assistance programs. This policy applies to all contracts and subcontracts for supplies, construction, and services under EPA grants or cooperative agreements. Small purchases are also subject to this policy.

This procurement is subject to the EPA policy of encouraging the participation of small business in rural areas (SBRAs).

Local Protest Procedure

Protests

A protest based upon an alleged violation of the procurement requirement may be filed against the OWNER's procurement action by a party with an adversely affected direct financial interest. The protest shall be filed with the Mayor. The OWNER shall determine the protest. The OWNER may request additional information or a hearing in order to resolve the protest.

A protest shall be filed as early as possible during the procurement process, but must be received by the OWNER no later than one week after the basis of the protest is known or should have been known, whichever is earlier. If the protest is mailed, the protester bears the risk of nondelivery with in the required time period.

A protest must clearly present the procurement requirement being protested, the facts which support the protest, and any other information necessary to support the protest.

Continuous Treatment Provisions

It is important that construction activities not result in any temporary violations of NPDES permit requirements (for permitted facilities) and construction activities should interrupt wastewater service to the individual resident as little as possible. For drinking water projects, it is important that construction activities not result in any disruption of service. Any disruption of service must be immediately reported to the Ohio EPA, Drinking Water Section of the appropriate district office.

Continuous Treatment (wastewater projects)

Federal regulations prohibit by-passing of any sewage during construction operations. The Contractor will be responsible for providing any required temporary pumping facilities piping, etc., necessary to complete the project without any plant by-passing and continuous treatment must be provided at the same level during construction as existed prior to construction.

Unless otherwise previously or subsequently specified, the Contractor shall procure and pay for all permits, licenses, and approvals necessary for the execution of his Contract.

The Contractor shall comply with all laws, ordinances, rules, orders, and regulations relating to the performance of the work required to complete their Contract.

Continuous Treatment (drinking water projects)

The Contractor will be responsible for obtaining approval from Ohio EPA for use of temporary pumping facilities, piping and other items in order to complete the project without any plant by-passing. Continuous treatment must be provided at the same level during construction as existed prior to construction.

Unless otherwise previously or subsequently specified, the Contractor shall procure and pay for all permits, licenses, and approvals necessary for the execution of his Contract.

The Contractor shall comply with all laws, ordinances, rules, orders, and regulations relating to the performance of the work required to complete their Contract.

WPCLF/WSRLA Payments

This project is funded in whole or in part by funds from the Water Pollution Control Loan Fund (WPCLF) or the Water Supply Revolving Loan Account (WSRLA) as administered by the Ohio EPA-DEFA and the Ohio Water Development Authority (OWDA). The Contractor shall comply with all requirements of these programs. The Owner shall be responsible for the progress payments to the Contractor if the Owner becomes ineligible for further payments due to circumstances which are of no fault of the Contractor. The monthly payments to vendors may be made through the Owner, the OWDA, or both as deemed by the Owner.

The time frame for payment of pay estimates by the Owner and/or Special Funding Agency(s) may be up to 60 calendar days from date of receipt of pay estimate from Engineer to Owner. Ohio EPA/DEFA must approve all change orders before the change order may be submitted for payment on a pay estimate.

State of Ohio

WATER POLLUTION CONTROL LOAN FUND (WPCLF) /
WATER SUPPLY REVOLVING LOAN ACCOUNT (WSRLA)

CONTRACT CHANGE ORDER

RECIPIENT_____ CHANGE ORDER NBR _____

LOAN NUMBER_____ CONTRACT _____

OWDA PROJECT No. _____ DATE _____

Description of Change:

The time provided for completion in the contract for the above items is (increased/decreased) by ____ calendar days.

RECOMMENDED BY: _____ DATE: _____
(Engineer)

APPROVED BY: _____ DATE: _____
(Recipient)

ACCEPTED BY: _____ DATE: _____
(Contractor)

_____
(Company)

Original Contract Amt		
Previous Changes (+ / --)		
This Change (+ / --)		
Adjusted Contract Amt		

OWDA APPROVAL

The above proposal is hereby accepted and I recommend that it be approved and made a part of the contract noted above. The approval does not constitute an increase in the total loan amount, but represents approval for the work.

Ohio EPA Acceptance

Date

Chief Engineer

Date

CHANGE ORDER INSTRUCTIONS:

All Change Orders for this work, regardless of costs and whether Water Pollution Control Loan Fund (WPCLF) or Water Supply Revolving Loan Account (WSRLA) funding will be used to finance the changes, must be submitted to Ohio EPA for review.

Changes Requiring Prior Approval

Any change which substantially modifies the Project Facilities as specified in the Ohio EPA approved Facilities Plan and Final Permit to Install or Final Plan Approval (when applicable) or alters the direct or indirect impact of the Project Facilities upon the environment must be incorporated into a Change Order. One copy of the Change Order prior to execution is to be submitted to Ohio EPA for review and prior approval of the acceptability of the change. "Prior to execution" means before the Change Order is signed by the Owner.

Ohio EPA will review the Change Order and inform the Owner of the technical, environmental and operational acceptability of the change, and give the Owner permission to proceed with the proposed work.

All Other Changes

Change Orders not requiring prior approval as described above must be submitted to Ohio EPA within one (1) month of the time at which they are approved by the Owner. All change orders must be submitted electronically to dedicated change order email addresses for WPCLF and WSRLA projects.

Change Order Approval Process

After the Change Order is executed, one (1) copy of the Change Order, including the supporting documentation, is to be sent electronically to Ohio EPA for final review.

> The dedicated e-mail address for the electronic submittal of WPCLF Change Orders is EPAWPCLFCO@epa.ohio.gov.
>
> The dedicated e-mail address for the electronic submittal of WSRLA Change Orders is EPAWSRLACO@epa.ohio.gov.

After the Change Order is accepted and eligible costs determined, Ohio EPA will issue a letter informing the Owner and authorizing OWDA to disburse funds from Project Contingency for the work. The OEPA letter will be sent electronically along with a PDF of the WPCLF/WSRLA Change Order form which will be signed by all parties including Ohio EPA and OWDA.

Payments for Change Order Work

The Owner is precluded from submitting to the OWDA payment requests for Eligible Project Costs associated with the Change Orders until such time as the Ohio EPA's approval of the Change Orders has been obtained.

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

OFFICE OF WATER

November 3, 2022

MEMORANDUM

BABA Does Not Apply for this Project

SUBJECT: Build America, Buy America Act Implementation Procedures for EPA Office of Water Federal Financial Assistance Programs

FROM: Radhika Fox
Assistant Administrator



TO: EPA Regional Water Division Directors, Regions I – X
EPA Office of Water Office Directors

OVERVIEW

The Biden-Harris Administration recognized the Nation's critical need for infrastructure investment, championing the Bipartisan Infrastructure Law (BIL), which Congress passed on November 15, 2021 (also known as the Infrastructure Investment and Jobs Act (IIJA)). The BIL will provide an unprecedented level of federal investment in water and wastewater infrastructure in communities across America.

In Title IX of the IIJA, Congress passed the Build America, Buy America (BABA) Act, which establishes strong and permanent domestic sourcing requirements across all Federal financial assistance programs for infrastructure. The U.S. Environmental Protection Agency (EPA) Office of Water is honored to help lead the implementation of these provisions and is proud of its near decade of successful implementation of the American Iron and Steel (AIS) provisions for its flagship water infrastructure programs.

This is a transformational opportunity to build a resilient supply chain and manufacturing base for critical products here in the United States that will spur investment in good-paying American manufacturing jobs and businesses. EPA's efforts to implement BABA will help cultivate the domestic manufacturing base for a wide range of products commonly used across the water sector but not currently made domestically. This will take time, and flexibility will be important to ensure that EPA can leverage critical water investments on time and on budget to protect public health and improve water quality.

IMPLEMENTATION

Recognizing the opportunity and need for BABA implementation guidance, the Made in America Office (MIAO) of the Office of Management and Budget (OMB) published Initial Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure (OMB Guidance M-22-11) on April 18, 2022. The guidance provides government-wide implementation direction for all Federal financial assistance programs for infrastructure. Despite the extensive guidance developed by MIAO, EPA's Office of Water infrastructure investment programs have received many questions that were not addressed in OMB Guidance M-22-11 or that require further clarification for EPA water infrastructure programs. The following questions and answers serve to supplement OMB Guidance M-22-11 with implementation procedures specific to EPA's relevant water infrastructure programs.

Section 70914(a) of the IIJA states when a Buy America preference under BABA applies: "Not later than… [May 14, 2022], the head of each Federal agency shall ensure that none of the funds made available for a Federal financial assistance program for infrastructure…may be obligated for a project unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States." Therefore, Federal financial infrastructure investments obligated on or after May 14, 2022, must comply with the BABA requirements. Absent a waiver, all iron, steel, manufactured products, and construction materials permanently incorporated into an infrastructure project subject to the BABA requirements must be produced in the United States. For many of EPA's Office of Water infrastructure investment programs, the vast majority of products permanently incorporated into construction, maintenance, or repair projects must comply with the BABA requirements, with the exception of select construction materials (cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives), which are specifically excepted by the BABA statute.

EPA's Office of Water implements many infrastructure investment programs subject to BABA requirements, including the following:

- Alaska Native Villages and Rural Communities Water Grant Program (ANV) (and any associated Interagency Agreements with the Indian Health Service)
- Clean Water and Drinking Water State Revolving Fund Programs (CW and DWSRF)
- Clean Water and Drinking Water Grants to U.S. Territories and the District of Columbia
- Clean Water Indian and Drinking Water Tribal Infrastructure Grant Set-aside (and any associated Interagency Agreements with the Indian Health Service)
- Coastal Wetlands Planning, Protection and Restoration Act, (CWPPRA) Programs
- Congressionally Directed Spending/Community Project Funding (also known as Community Grants)
- Geographic Programs[1]
- Gulf Hypoxia Program
- National Estuaries Program (CWA Section 320)

[1] Geographic Programs include: Great Lakes Restoration Initiative, Chesapeake Bay, San Francisco Bay, Puget Sound, Long Island Sound, Gulf of Mexico, South Florida, Lake Champlain, Lake Pontchartrain, Southern New England Estuaries, Columbia River Basin, Pacific Northwest

- 319 Nonpoint Source Management Program Implementation
- Reducing Lead in Drinking Water Grant Program (SDWA §1459B)
- Assistance for Small and Disadvantaged Communities Grants: Small, Underserved, and Disadvantaged Community Grant Program (SUDC), Emerging Contaminants in Small or Disadvantaged Communities (EC-SDC) and Drinking Water Infrastructure Resilience & Sustainability (SDWA §1459A)
- Sewer Overflow and Stormwater Reuse Municipal Grants (OSG)
- USMCA Implementing Legislation (Section 821 and Title IX, USMCA Supplemental Appropriations, 2020)
- U.S.-Mexico Border Water Infrastructure Program
- Voluntary School and Child Care Program Lead Testing and Remediation Grant Program (SDWA 1464(d))
- Water Infrastructure Finance and Innovation Act (WIFIA)

The questions and answers in this document apply to the implementation of BABA requirements for the Office of Water infrastructure programs listed above unless superseded by regulation, statute, or other applicable guidance. For many of the programs listed above which did not have domestic preference requirements prior to BABA, additional implementation details are pending or may be developed after the issuance of these procedures. In addition, EPA notes that more direction will be helpful to inform the determination and definition of domestic content in manufactured goods. Supplemental guidance on these and other issues, from either OMB or EPA, may be forthcoming. These implementation procedures may also apply to additional, unlisted EPA programs which may be required to apply BABA subsequent to publication of this memorandum (e.g., future funding programs which have been authorized, but not yet appropriated).

For more information on the BABA requirements, visit the EPA Office of Water's dedicated website – https://www.epa.gov/cwsrf/build-america-buy-america-baba – or contact your funding authority (such as your grants officer, portfolio manager, or state contact). For information on approved waivers, visit https://www.epa.gov/cwsrf/build-america-buy-america-baba-approved-waivers. You may also email questions to BABA-OW@epa.gov.

This Implementation Procedures document is organized to provide responses to questions in the following topic areas:

- Section 1: General 4
- Section 2: Product Coverage 5
- Section 3: Co-funding 9
- Section 4: Waivers 10
- Section 5: Documenting Compliance 12
- Section 6: Programs with American Iron and Steel Requirements 16
- Section 7: Program-Specific Issues 17
- Appendix 1: Example Build America, Buy America (BABA) Act Construction Contract Language 22
- Appendix 2: Example Build America, Buy America (BABA) Act Assistance Agreement Language 23

QUESTIONS AND ANSWERS

SECTION 1: GENERAL

- Q1.1: Will EPA provide documentation for BABA for bid solicitations and suggested contract language? Will EPA provide suggested language for Assistance Agreements?

    - A1.1: See Appendix 1, which includes suggested language for construction contracts which addresses the BABA requirements. In addition to the language suggested in Appendix 1, EPA also recommends that assistance recipients prepare contract bid solicitation documents with a statement for the consulting engineers and construction firms as follows: "By signing payment application and recommending payment, Contractor certifies they have reviewed documentation for all products and materials submitted for payment, and the certifications are sufficient to demonstrate compliance with Build America, Buy America Act requirements." In most cases, the assistance recipient's representatives assume the responsibility for their clients to conduct due diligence on compliance with applicable domestic preference requirements.

      All Federal Financial infrastructure assistance agreements subject to BABA must have a clause requiring compliance with the requirements. See Appendix 2 for example assistance agreement language.

- Q1.2: Would federally-financed infrastructure projects outside of the United States need to comply with the BABA requirements?

    - A1.2: No. According to the OMB Guidance (M-22-11), a "project" is defined as "…any activity related to the construction, alteration, maintenance, or repair of infrastructure in the United States." Therefore, the BABA requirements are not implicated for infrastructure projects occurring outside of the United States, such as projects funded through the United States-Mexico-Canada Agreement with infrastructure activities occurring in Mexico or Canada (that is, outside the United States).
    -

- Q1.3: If most of the project is BABA compliant, and a small portion is not, can an assistance recipient self-fund (i.e., paying with non-federal dollars) the non-compliant products?

    - A1.3: Any project that is funded in whole or in part with federal assistance must comply with the BABA requirements, unless the requirements are otherwise waived. All iron, steel, manufactured products, and construction materials used in a project must meet the BABA requirements unless waived. Absent a waiver, there is no "small portion" or product that does not need to satisfy the BABA requirements unless the requirements are waived (or specifically excluded as is the case for cement and cementitious materials; aggregates such as stone, sand, or gravel; aggregate binding agents or additives; or non-permanent products). An assistance recipient may request a waiver or inquire as to whether a broad waiver, such as a *de minimis* waiver, might apply.

- Q1.4: How do international trade agreements affect the implementation of the BABA requirements?

    - A1.4: The BABA requirements apply in a manner consistent with United States obligations under international trade agreements. Typically, these obligations only apply to direct procurement by the entities that are signatories to these trade agreements. In general, assistance recipients are not signatories to such agreements, so these trade agreements have no impact on BABA implementation. In the few instances where such an agreement applies to a municipality, that municipality is responsible for determining its applicability and requirements and communicating with the funding authority (such as EPA and/or a state) on the actions taken to comply with BABA.

SECTION 2: PRODUCT COVERAGE

- Q2.1: For products made of iron and steel, what is the difference between predominantly and primarily iron and steel?

    - A2.1: EPA considers the terms "predominantly" and "primarily" to be interchangeable, such that a product is considered predominantly (or primarily) iron and steel if it contains greater than 50 percent iron and steel by material cost.

- Q2.2: What is the definition of construction materials (with examples)?

    - A2.2: From OMB Guidance M-22-11: "construction materials" include an article, material, or supply (other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; aggregate binding agents or additives; or non-permanent products) that is or consists primarily of:
        - non-ferrous metals,
        - plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables), (including optic glass),
        - lumber, and
        - drywall.

      For example, a plate of glass would be a construction material under BABA, but a framed window that incorporates the glass into a frame would be a manufactured product. Another common construction material for water infrastructure projects would be polyvinyl chloride (PVC) pipe and fittings. However, if PVC components are incorporated into a more complex product such as instrumentation and control equipment or a water treatment unit, those items would be manufactured products.

- Q2.3: What are manufactured products (with examples)?

    - A2.3: From OMB Guidance M-22-11: "…all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of

the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation…"

The manufactured products category would cover the majority of potential water infrastructure products, including complex products made up of a variety of material types and components. For water infrastructure projects, common manufactured products would include, but not be limited to, pumps, motors, blowers, aerators, generators, instrumentation and control systems, gauges, meters, measurement equipment, treatment equipment, dewatering equipment, actuators, and many other mechanical and electrical items.

- Q2.4: Which category will valves fall under for BABA? Will it differ from the American Iron and Steel (AIS) requirements?

    - A2.4: For programs that are subject to BABA and AIS (SRF, WIFIA, and Community Project Funding), projects using valves should classify them as iron and steel products under BABA as long as their material cost is made up of more than 50 percent iron and/or steel. Valves with 50 percent or less iron and/or steel by material cost would be considered manufactured products under the BABA requirements.

      In accordance with OMB Guidance M-22-11, an article, material, or supply should be classified into only one of the three categories: iron and steel, manufactured products, or construction materials. Under the AIS requirements, all valves made primarily of iron and steel (that is, those with iron and/or steel material cost greater than 50 percent) must comply with the AIS requirements. For BABA, EPA interprets Section IV of OMB Guidance M-22-11 to mean that iron and steel products are those items that are primarily iron and steel, the same as for the AIS requirements.

- Q2.5: Does EPA have a list of products to be classified as "Iron and Steel" under BABA?

    - A2.5: Although this list is not comprehensive, the following products were classified as AIS products if made primarily (more than 50 percent) of iron and/or steel by materials cost (for programs subject to both AIS and BABA, this list would be equivalent for "iron and steel" items or products under either requirement):

Products likely made "primarily" of iron and steel to be classified as Iron and Steel under BABA		
Lined and Unlined Pipe	Lined and Unlined Fittings	Tanks
Flanges	Pipe Clamps and Restraints	Structural Steel
Valves	Hydrants	Pre-Cast, Iron/Steel Reinforced Concrete (of all types, regardless of iron/steel content percentage)
Manhole Covers and other Municipal Castings	Access Hatches	Ballast Screens
Iron or Steel Benches	Bollards	Cast Bases
Cast Iron Hinged Hatches	Cast Iron Riser Rings	Catch Basin Inlets

Cleanout/Monument Boxes	Construction Covers and Frames	Curb and Corner Guards

Products likely made “primarily” of iron and steel to be classified as Iron and Steel under BABA		
Curb Boxes	Curb Openings	Curb Stops
Detectable Warning Plates	Downspout Shoes	Drainage Grates
Drainage Grate Frames and Curb Inlets	Inlets	Junction Boxes
Lampposts	Manhole Rings and Frames	Manhole Risers
Meter Boxes	Service Boxes	Steel Hinged Hatches
Steel Riser Rings	Trash Receptacles	Tree Grates
Tree Guards	Trench Grates	Valve Boxes
Valve Box Covers and Risers	Access Ramps	Aeration Pipes and Fittings (separate from aeration/blowers)
Angles	Backflow Preventers/Double Check Valves	Baffle Curtains
Iron or Steel Bar	Bathroom Stalls	Beam Clamps
Cable Hanging Systems	Clarifier Tanks	Coiled Steel
Column Piping	Concrete Reinforcing Bar, Wire, and Fibers	Condensate Sediment Traps
Corrugated Pipe	Couplings	Decking
Digestor Covers	Dome Structures	Door Hardware
Doors	Ductwork	Expansion Joints
Expansion Tanks (diaphragm, surge, and hydropneumatics)	Fasteners	Fencing and Fence Tubing
Fire Escapes	Flanged Pipe	Flap Gates
Framing	Gate Valves	Generic Hanging Brackets
Grating	Ground Testing Boxes	Ground Test Wells
Guardrails	HVAC Registers, Diffusers, and Grilles	Joists
Knife Gates	Ladders	Lifting Hooks, J-bar, Connectors within, and Anchors for Concrete
Lockers	Man Baskets and Material Platforms	Manhole Steps
Mud Valves	Municipal Casting Junctions	Non-mechanical (aka stationary) Louvers and Dampers
Overhead Rolling Doors/ Uplifting Doors (manual open, no motor)	Pipe Connectors	Pipe Hangers
Pipe Pilings (any type of steel piling)	Pipe Spool (pipe, flanges, connectors, etc.)	Pipe Supports
Pitless Adaptors	Pre-fab Steel Buildings/Sheds (simple structure, unfurnished)	Pre-stressed Concrete Cylinder Pipe (PCCP)
Railings	Reduced Pressure Zone (RPZ) Valves	Roofing
Service Saddles	Sheet Piling	Sinks (not part of eyewash systems)
Solenoid Valves	Stairs	Static Mixers
Stationary Screens	Surface Drains	Tapping Sleeves
Telescoping Valves	Tipping Buckets	Trusses
Tubing	Valve Stem Extensions	Valve Stems (excluding handwheels and actuators)

Wall Panels	Wall Sleeves/Floor Sleeves	Welding Rods
Well Casing	Well Screens	Wire
Wire Cloth	Wire Rod	Wire Rope and Cables

Q2.6: Does EPA have a list of products that could be made "primarily" of iron and steel but would be classified as "manufactured products" under BABA?

A2.6: Although this list is not comprehensive, the following products would be considered "manufactured products" under the BABA requirements, even if the item might be composed primarily of iron and steel by materials cost (Note: These items are not subject to the AIS requirements.):

Products likely made "primarily" of iron and steel to be classified as Manufactured Products under BABA		
Actuator Superstructures/ Support Structures	Aeration Nozzles and Injectors	Aerators
Analytical Instrumentation	Analyzers (e.g., ozone, oxygen)	Automated Water Fill Stations
Blowers/Aeration Equipment	Boilers, Boiler Systems	Chemical Feed Systems (e.g., polymer, coagulant, treatment chemicals)
Chemical Injection Quills	Chemical Injectors	Clarifier Mechanisms/Arms
Compressors	Controls and Switches	Conveyors
Cranes	Desiccant Air Dryer Tanks	Dewatering Equipment
Dewatering Roll-offs	Disinfection Systems	Drives (e.g., variable frequency drives)
Electric/Pneumatic/Manual Accessories Used to Operate Valves (such as electric valve actuators)	Electrical Cabinetry and Housings (such as electrical boxes/enclosures)	Electrical Conduit
Electrical Junction Boxes	Electronic Door Locks	Elevator Systems (hydraulic, etc.,)
Emergency Life Systems (including eyewash stations, emergency safety showers, fire extinguishers, fire suppression systems including sprinklers /piping/valves, first aid, etc.)	Exhaust Fans	Fall Protection Anchor Points
Fiberglass Tank w/Appurtenances	Filters (and appurtenances, including underdrains, backwash systems)	Flocculators
Fluidized Bed Incinerators	Galvanized Anodes/Cathodic Protection	Gear Reducers
Generators	Geothermal Systems	Grinders
Heat Exchangers	HVAC (excluding ductwork)	HVAC Dampers (if appurtenances to aerators/blowers)
HVAC Louvers (mechanical)	Intake and Exhaust Grates (if appurtenances to aerators/blowers)	Instrumentation
Laboratory Equipment	Ladder Fall Prevention Systems	Ladder Safety Posts
Lighting Fixtures	Lightning and Grounding Rods	Mechanical or Actuated Louvers/Dampers
Membrane Bioreactor Systems	Membrane Filtration Systems	Metal Office Furniture (fixed)

Meters (including flow, wholesale, water, and service connection)	Motorized Doors (unit)	Motorized Mixers
Motorized Screens (such as traveling screens)	Motors	Pelton Wheels
Pipeline Flash Reactors (similar to injectors)	Plate Settlers	Precast Concrete without Iron/Steel Reinforcement

Products likely made "primarily" of iron and steel to be classified as Manufactured Products under BABA		
Furnished Pre-fab Buildings (such as furnished with pumps, mechanics inside)	Presses (including belt presses)	Pressure Gauges
Pump Cans/Barrels and Strainers	Pumps	Mechanical Rakes
Safety Climb Cable	Sampling Stations (unless also act as hydrant)	Scrubbers
Sensors	Sequencing Batch Reactors (SBR)	Steel Shelving (fixed)
Slide and Sluice Gates	Spray Header Units	Steel Cabinets (fixed interior/furniture)
Supervisory Control and Data Acquisition (SCADA) Systems	Tracer Wire	Valve Manual Gears, Actuators, Handles
Voltage Transformer	Water Electrostatic Precipitators (WESP)	Water Heaters
Weir Gates		

- Q2.7: Is asphalt paving a covered product under BABA?

    - A2.7: No. EPA interprets Section 70917(c) of the IIJA to exclude asphalt from BABA requirements. Asphalt paving is a type of concrete composed of an aggregate material mixed with a binder (bitumen). EPA considers asphalt concrete to be excluded by section 70917(c) due to its similarities with cement and cementitious materials.

SECTION 3: CO-FUNDING

- Q3.1: If projects are co-funded with funding mechanisms that don't require BABA, must the entire project comply with BABA?

    - A3.1: Yes. Any project that is funded in whole or in part with federal assistance must comply with the BABA requirements, unless the requirements are otherwise waived. A "project" consists of all construction necessary to complete the building or work regardless of the number of contracts or assistance agreements involved so long as all the contracts and assistance agreements awarded are closely related in purpose, time, and place. This precludes the intentional splitting of projects into separate and smaller contracts or assistance agreements to avoid BABA's applicability on some portions of a larger project, particularly where the activities are integrally and proximately related to the whole. However, there are many situations in which major construction activities are clearly undertaken in separate phases that are distinct in purpose, time, or place, in which case, separate contracts or assistance agreements would carry separate requirements.

- Q3.2: How will project requirements be determined for co-funded projects subject to potentially different general applicability/programmatic waiver conditions (such as different adjustment period waivers)?

    - A3.2: OMB Guidance M-22-11 addresses cases with project co-funding from separate programs. EPA would apply the guidance's "cognizant" program determination to projects that are co-funded with different general applicability/programmatic waivers. For instance, if a project were co-funded between WIFIA and SRF and the majority of the Federal funding for the project is from WIFIA, then WIFIA would be the "cognizant" program for application and determination of waivers. In that case, any conditions from an applicable WIFIA waiver would apply.

SECTION 4: WAIVERS

- Q4.1: Who may apply for a waiver and how do you apply?

    - A4.1: Assistance recipients and their authorized representatives may apply for a project-specific waiver. EPA does not accept waiver requests from suppliers, distributors, or manufacturers unless the assistance recipient endorses and submits the request on its own behalf to the funding authority. In the case where multiple programs are providing federal funds to the project, the assistance recipient should submit the waiver request to the cognizant program, the one providing the greatest amount of federal funds for the project. For information on applying for cost waivers, see questions 4.4 and 4.5. For information on the SRF program roles and responsibilities, see question 7.6.

      Project-specific waiver requests should generally include: (1) a brief summary of the project, (2) a description and explanation of the need for the waiver for the product(s) in question, (3) a brief summary of the due diligence conducted in search of domestic alternatives (which could include correspondence between assistance recipient and supplier/distributors), (4) the quantity and materials of the product(s) in question, (5) all engineering specifications and project design considerations relevant to the product(s) in question, (6) the approximate unit cost of items (both foreign and domestic) in addition to an estimated cost of the materials and overall project, (7) the date any products will be needed on site in order to avoid significant project schedule disruptions, and (8) any other pertinent information relevant to EPA's consideration of the waiver (e.g., if relevant for SRF projects: whether the project is designated as an equivalency project, the date the plans and specifications were submitted to the state, the date of construction initiation, expected date of project completion, any special considerations such as local zoning and building ordinances, seismic requirements, or noise or odor control requirements).

      In the case of indirect federal assistance, such as the SRF programs, the state authority reviews and conveys the waiver request to EPA. States should submit waiver requests to the appropriate program waiver request inbox. For SRF projects, please use CWSRFWaiver@epa.gov or DWSRFWaiver@epa.gov.

- Q4.2: Can an assistance recipient request a waiver based on a specification written for a specific brand or model of product (that is, a specification that names a branded item or model)?

    - A4.2: In most cases, performance-based specifications are expected and required for the majority of infrastructure projects funded by EPA's financial assistance programs. In rare cases where "branded" or product-specific sourcing may be included in project specifications, it is suggested that the specifications include the item in question (that is, not simply a catalog page, but also materials of construction, sizing, quantities, and applicable engineering performance design characteristics for the project, etc.) in addition to the standard phrase "or equal." For the purposes of product alternative market research, EPA will evaluate the BABA requirements based on performance-based engineering specifications for the product(s) in question. If the project's specifications do not include performance-based specifications, or at least an "or equal" designation, EPA will base its research on an "or equal" designation using best professional judgment to the extent practicable.

- Q4.3: If a manufactured product is not readily available domestically, will EPA provide short-term "limited availability" product waivers?

    - A4.3: EPA will address the unavailability of domestic products through the waiver process, including potential national short-term waivers for specific products, if appropriate. To the extent practicable and with the intent to maximize domestic market and supply chain development, EPA intends to address issues of broad product unavailability with targeted, time-limited, and conditional waivers, as prescribed in OMB Guidance M-22-11. EPA will follow its robust and thorough product research processes (those put into place for the AIS requirements for the SRF and WIFIA programs and expanded for the new BABA requirements) to identify and determine those products for which proposed national/general applicability waivers may be appropriate.

- Q4.4: What information is needed when applying for a cost waiver under BABA?

    - A4.4: As part of the cost waiver request, the assistance recipient must demonstrate that implementation of the BABA requirements will increase the overall project cost more than 25 percent. Depending on the circumstances of the overall project cost increases, documentation to justify the cost waiver can vary but may include itemized cost estimates or bid tabulations comparing project costs with and without BABA implementation. Assistance recipients should begin assessing the potential cost impacts of the BABA requirements during the design phase of a project.

- Q4.5: Can administrative costs associated with tracking and verification of certifications be considered when determining if the cost of a project increases by 25 percent or more?

    - A4.5: Yes. Section 70914(b)(3) of the IIJA states that a waiver may be provided if the overall

cost of the project increases by more than 25 percent due to the "inclusion of iron, steel, manufactured products, or construction materials produced in the United States." EPA interprets this to mean that the "inclusion" of the BABA-covered products could encompass reasonable administrative costs associated with complying with the BABA requirements, such as staff, contractor, and technological resources to collect and track BABA compliance documentation.

- Q4.6: How can assistance recipients and construction contractors address product delivery delays?

    - A4.6: Assistance recipients should reasonably plan for material procurement to account for known potential supply chain issues or extended lead times and shall notify the funding authority well in advance of the issues so that prompt attention can be given to explore options. Where extended lead times for compliant products are impacting project schedules and may significantly impact construction progress, timely communication with the funding agency is important. For products that are unavailable within a reasonable timeframe to meet the objectives and schedule of a project, EPA may consider a non-availability waiver with adequate justification. An assistance recipient would need to apply for the waiver and contact its funding authority (such as EPA and/or a state) to initiate the waiver process.

SECTION 5: DOCUMENTING COMPLIANCE

- Q5.1: Who will be responsible for BABA enforcement?

    - A5.1: Responsibility for BABA implementation applies at all levels, from manufacturers to suppliers and distributors, construction contractors, assistance recipients, and funding authorities.

      The manufacturers have responsibility to provide adequate and accurate documentation of the products manufactured. If suppliers and distributors are involved, they are responsible for passing along compliance documentation for products supplied to projects that are subject to the BABA requirements.

      The assistance recipient and their representatives are primarily responsible for ensuring the documentation collected for products used on the project is sufficient to document compliance with the BABA requirements.

      The funding authority is responsible for providing oversight and guidance as needed to ensure the proper implementation of the requirements. The Uniform Grants Guidance (UGG) (Title 2 of the Code of Federal Regulations (CFR) Part 200) applies to many Federal financial assistance agreements that will include BABA requirements. The general provisions of 2 CFR Part 200 determine the responsible party for the grant funding authority.

      For information on SRF program roles and responsibilities, see question 7.6.At all levels, where fraud, waste, abuse, or any violation of the law is suspected, the Office of Inspector General (OIG) should be contacted immediately. The OIG can be reached at 1-888- 546-8740

or OIG_Hotline@epa.gov. More information can be found at this website: http://www.epa.gov/oig/hotline.htm.

- Q5.2: When will the BABA requirements be assessed for compliance? Do assistance recipients need to have waivers for potential non-domestic products before assistance agreements are in place, at the time products are procured or products are incorporated into the project (i.e., used)?

    - A5.2: Compliance is assessed where the domestic product is used (or installed) at the project site. Proper compliance documentation, whether it is a BABA certification letter or a waiver, should accompany a product prior to its "use", in accordance with Section 70914(a) of IIJA. This may occur prior to assistance agreements being in place but is not necessary. Additionally, communication of BABA requirements through appropriate Terms and Conditions in financial assistance agreements and in project solicitation and contract documents is key in ensuring all parties involved are informed of the requirements for the project before construction is underway.

- Q5.3: How can product compliance with the BABA requirements be demonstrated?

    - A5.3: Assistance recipients and their representatives should ensure that the products delivered to the construction site are accompanied by proper documentation that demonstrate compliance with the law and be made available to the funding authority upon request. The documentation may be received and maintained in hard copy, electronically, or could be embedded in construction management software. The use of a signed certification letter for the project is the most direct and effective form of compliance documentation for ensuring products used on site are BABA-compliant prior to their installation; however, other forms of documentation are also acceptable as long as collectively, the following can be demonstrated:

        (1) Documentation linked to the project. For example, this can be in the form of the project name, project location, contract number, or project number.
        (2) Documentation linked to the product used on the project. For example, description of product(s) (simple explanation sufficient to identify the product(s)), or an attached (or electronic link to) purchase order, invoice, or bill of lading.
        (3) Documentation includes statement attesting that the products supplied to the assistance recipient are compliant with BABA requirement. Reference to the Infrastructure Investment and Jobs Act ("IIJA") or the Bipartisan Infrastructure Law (BIL) are also acceptable. For iron and steel items under BABA, references to the American Iron and Steel (AIS) requirements are also acceptable and reciprocal with BABA for such items.
        (4) Documentation that manufacturing occurred in the United States, which could include, for example, the location(s) of manufacturing for each manufacturing step that is being certified. It is acceptable for manufactured products to note a single point of manufacturing, documenting that the final point of manufacturing is in the United States. Note that each BABA category may require different determinations for

compliance.

(5) Signature of company representative (on company letterhead and signature can be electronic). The signatory of the certifying statement affirms their knowledge of the manufacturing processes for the referenced product(s) and attests that the product meets the BABA requirements.

In addition to compliance documentation, assistance recipients or their representatives should also conduct a visual inspection of the product when it arrives to the project site, especially for iron and steel products which are often stamped with the country of origin. (Note: A country of origin stamp alone is not sufficient verification of compliance with BABA and assistance receipts should not rely on it to ensure compliance.)

EPA may develop alternative procedures for demonstrating compliance. Additional project- or program-specific instructions may be developed on a case-by-case basis in order to meet individual circumstances.

- Q5.4: Will EPA provide a form or template for tracking and documenting compliance?

- A5.4: EPA does not require a specified format for tracking or documenting compliance. Assistance recipients are free to develop any system (from simple to complex software) for tracking items used on the project and the accompanying compliance documentation, e.g., certification letters, applicable waivers, if it helps with implementation and compliance. Elements that may help with keeping track of compliance may include: product description, quantity required/used, product category (i.e., iron and steel, manufactured product, or construction material), status of obtaining certification letter, product cost, and whether the item might qualify as *de minimis*, or qualify under another applicable waiver.

- Q5.5: If a manufacturer claims to comply with the Buy American Act, does it also comply with BABA?

    - A5.5: No. With the exception of the AIS requirements – which EPA interprets to be equivalent to the "iron and steel" requirements under BABA – EPA does not have an interpretation about the comparability of other domestic preference requirements relative to BABA. Any products that are to be certified as compliant with BABA should include a specific reference to the BABA requirements and appropriate attestation from a responsible manufacturing company official. See Question 5.3 for EPA's recommendations for BABA certification letters.

- Q5.6: How will assistance recipients manage certification letters for hundreds, possibly thousands of products?

    A5.6: EPA recognizes that the new BABA requirements will cover most products used in typical water and wastewater infrastructure projects, and that the number of items which may require certification at large and/or complex projects may reach several hundred. EPA is concerned about the potential administrative burden that this would place on assistance recipients. EPA recommends that projects with a high number of potentially covered

products meet with their funding authority about potential compliance strategies to minimize burden and streamline compliance activity. Assistance recipients should prepare contract bid solicitation documents with a statement for the consulting engineers and construction firms as follows: "By signing payment application and recommending payment, Contractor certifies they have reviewed documentation for all products and materials submitted for payment, and the documentation is sufficient to demonstrate compliance with Build America, Buy America Act requirements." In most cases, the assistance recipient's representatives may assume the responsibility for their clients to conduct due diligence on compliance with applicable domestic preference requirements.

- Q5.7: Who is responsible for documenting the 55 percent content requirement for manufactured products under BABA? What if the final manufacturer cannot trace or verify domestic origin for all components?

    - A5.7: The manufacturer who signs a certification letter is responsible for documenting compliance with any of the three categories of products (iron and steel, manufactured products, or construction materials). For manufactured products, BABA requires that greater than 55 percent of the total cost of all components of the manufactured product be from domestic sources. EPA recommends that the certification letter for manufactured products document whether the item passes the content test in the final product along with a statement attesting to compliance with the BABA requirements for manufactured products.

- Q5.8: How do final product fabricators document compliance when the final step of manufacturing may be simply assembling components?

    - A5.8: It is acceptable, in many cases, especially for highly complex manufactured products that utilize many sub-components, for the final point of assembly to certify without using a "step certification" process. Multiple certifications (i.e., step certifications) or a singular certification can be used for a product, as long as the certifying official is willing to attest to the product's compliance with BABA requirements at all stages of manufacturing.

- Q5.9: Will Material Test Reports be acceptable in lieu of a BABA certification for iron and steel?

    - A5.9: Material Test Reports (MTRs, commonly referred to as "Mill Certifications" or "Mill Certs") provide the chemical composition of steel and iron from a mill or foundry. If an MTR accompanies the delivery of steel or iron to a project site with an invoice or bill of lading, EPA will consider it sufficient to demonstrate compliance (equivalent to a certification letter) as long as the MTR includes a manufacturer representative's signature in addition to the location (city and state) of the mill/foundry. It is common for MTRs to be the first letter in a "step certification" if the product is further fabricated or painted, etc., by another manufacturer.

- Q5.10: Can a manufacturer use a fillable certification letter for products?

- A5.10: EPA recommends that certifications be signed by representatives of the manufacturing entity. EPA does not oppose manufacturers using forms to internally develop letters within their company, thereby providing signed, non-manipulable certification letters to suppliers, distributors, and/or assistance recipients. A fillable form that can be changed by someone outside of the manufacturer after signature does not demonstrate compliance and may create compliance concerns for the manufacturer or assistance recipient.

- Q5.11: Are product certifications from suppliers and distributors allowed?

    - A5.11: EPA recommends that representatives of product manufacturers certify compliance and discourages suppliers and distributors from creating certification letters. EPA does not rule out the possibility that a third-party certification process, such as a certification by a distributor, may be viable. However, EPA is currently not aware of a system or proposed system that meets the EPA's recommendations for documentation of product certification.

- Q5.12: How long should assistance recipients keep compliance documentation?

    - A5.12: Assistance recipients should apply recordkeeping requirements for the project according to the procedures dictated by the funding authority. For most EPA grant programs, this is prescribed in the UGG at 2 CFR 200.334-200.338; e.g., the SRF programs require a minimum of three years. Other funding programs may require longer documentation retention periods.

SECTION 6: PROGRAMS WITH AMERICAN IRON AND STEEL REQUIREMENTS

- Q6.1: Does BABA supersede the American Iron and Steel (AIS) Requirements?

    - A6.1: The BABA requirements for items considered "iron and steel" are equivalent to those for covered iron and steel products under the AIS requirements in the Clean Water Act and the Safe Drinking Water Act. These requirements apply to the CWSRF, DWSRF, WIFIA, and Water infrastructure Community Grants. BABA includes a "Savings Provision" (Section 70917(b)) that states that BABA does not affect existing domestic content procurement preferences for infrastructure projects funded by Federal financial assistance programs that meet the requirements of section 70914. EPA views the AIS requirements as meeting the "iron and steel" product requirements of BABA Section 70914, as they both include the key requirement that items made of iron and steel be wholly manufactured in the United States from the point of melting and/or pouring the iron or steel components through final manufacturing step. Because of the "Savings Provision" of Section 70917, the AIS requirements satisfy the "iron and steel" requirements of BABA. For the programs that have AIS requirements, EPA intends to implement BABA requirements the same way for iron and steel items as it has done for AIS products.

- Q6.2: For iron and steel products, does a manufacturer need to demonstrate compliance from initial melting through the finished product?

    - A6.2: For iron and steel products, the BABA requirements are the same as the existing AIS requirements, in that all of the iron and steel in a covered product (that is, the product is comprised of more than 50 percent iron and steel by material cost) must be melted and poured in the United States and all subsequent manufacturing processes (such as grinding, rolling, bending, reheating, and casting) must occur in the United States.

Q6.3: Will EPA apply the same manufacturing standards for BABA iron and steel products as for the American Iron and Steel (AIS) requirements?

- A6.3: Yes. For AIS, EPA did not require raw materials used in the production of steel or iron to be domestically sourced. For BABA, EPA interprets the requirements to be the same. Hence, like AIS, raw materials in the production of iron and steel subject to BABA requirements would not need to be domestically sourced. The key step for both AIS and BABA domestic iron and/or steel production is the melting/pouring (that is, the location of the furnace), which must be in the United States.

- Q6.4: Will the certification process be similar to the process established for the American Iron and Steel requirements?

    - A6.4: EPA expects the certification process for the BABA requirements to be very similar to that established for the AIS requirements. For iron and steel products, the process should remain the same for AIS and BABA. EPA recommends for manufactured products and for construction materials that certification letters include direct reference to the product/material content requirements under BABA, in addition to an affirmative statement verifying that the product meets the BABA requirements.

- Q6.5: Will duplicate certification letters be required for AIS and BABA for iron/steel products?

    - A6.5: No. Compliance with BABA requirements will be sufficient to demonstrate compliance with AIS requirements for iron and steel products. If a project is subject to BABA, the only demonstration of compliance necessary is with the BABA requirements, of which the iron and steel requirements are equivalent to those of the AIS statutory requirements: the iron or steel in a product made primarily or predominantly of iron and steel (comprising more than 50 percent iron and steel by material cost) must be melted and/or poured in the United States and all subsequent manufacturing processes must occur in the United States.

SECTION 7: PROGRAM-SPECIFIC ISSUES

- Q7.1.: How do the BABA requirements apply to Community Grants?

    - A7.1: The Community Project Funding/Congressionally Directed Spending grants for the construction of drinking water, wastewater, and stormwater infrastructure and for water

quality protection are subject to the requirements specified in the explanatory statement accompanying the Consolidated Appropriations Act (Explanatory Statement for Division G of P.L. 117-13, the Consolidated Appropriations Act of 2022). The explanatory statement asserts: "Applicable Federal requirements that would apply to a Clean Water State Revolving Fund or Drinking Water State Revolving Fund project grant recipient shall apply to a grantee receiving a CPF grant under this section." Therefore, the federally funded Community Project Funding/Congressionally Directed Spending grants are subject to the same requirements that apply to CWSRF or DWSRF projects, including BABA and AIS requirements. See also A1.2.

- Q7.2: Should SRF projects covered by the BABA SRF Projects Design Planning Adjustment Period Waiver follow the same procedures for demonstrating compliance as outlined for American Iron and Steel requirements?

    - A7.2: Yes. The SRF Design Planning Adjustment Period waiver does not waive the iron and steel requirements under BABA. The SRF programs have existing domestic preference requirements for SRF projects under CWA Section 608 and SDWA Section 1452(a)(4) (AIS requirements) to use iron and steel products that are produced in the United States. Sections 70917(a) and (b) of BIL explain the application of BABA to existing domestic preference requirements. Specifically, the savings provision in Section 70917(b) states that existing domestic preference requirements that meet BABA requirements are not affected by BABA. The statutory AIS requirements were existing at the time BABA became law and satisfy the BABA iron and steel requirements. Therefore, the statutory AIS requirements that have previously applied to SRF-funded projects will continue to do so, and compliance with AIS requirements will satisfy the BABA iron and steel requirements. Demonstration of compliance for iron and steel products will follow the AIS implementation policies for projects subject to the waiver.

- Q7.3: For SRF programs, is BABA considered a federal cross-cutting authority? (i.e., do "equivalency" rules apply?)

    - A7.3: Yes, BABA is considered a federal cross-cutting requirement that applies to SRF assistance equivalent to the federal capitalization grant (i.e., "equivalency" projects). EPA's SRF regulations at 40 CFR 35.3145 and 35.3575 require states and recipients of SRF funds equivalent to the amount of the federal capitalization grant to comply with federal cross-cutting requirements. Section 70914 of the IIJA, which states when a Buy America preference applies, explains that "none of the funds made available for a Federal financial assistance program for infrastructure…may be obligated for a project unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States." Therefore, BABA only applies to projects funded in an amount equivalent to the federal capitalization grant and not to those projects receiving funds in excess of the capitalization grant (i.e., "non-equivalency" projects). (Note: The AIS requirements continue to apply for all SRF projects, including non-equivalency projects, and all WIFIA and Community Grant projects, because equivalency does not apply.)

- Q7.4: Do the BABA requirements apply to Drinking Water State Revolving Fund set-asides?

    - A7.4: Due to requirements related to the deposit of funds in the DWSRF program, almost all of the funds used to conduct set-aside activities are Federal dollars. Therefore, Federal cross- cutting requirements must be applied to all set-aside activities. However, in the case of most set-aside activities, the cross-cutting requirements will not be implicated because of the nature of the activities conducted under the set-asides. Because the BABA requirements only apply to infrastructure, and infrastructure typically is not an eligible set-aside expenditure (with one potential exception being loans for incentive-based source water protection measures under the Local Assistance and Other State Programs Set-Aside), the BABA requirements will not apply to most set-aside activities.

- Q7.5: What if an SRF project is refinanced using Federal financial assistance on or after May 14, 2022?

    - A7.5: If an SRF project began construction, financed from another funding source, prior to May 14, 2022, but is refinanced through an assistance agreement executed on or after that date, BABA requirements will apply to all construction that occurs on or after May 14, 2022, through completion of construction, unless a waiver applies. There is no retroactive application of the BABA requirements where a refinancing occurs for an SRF project that has completed construction prior to May 14, 2022. (Note: If SRF funding is used for the refinancing, the AIS requirements may still apply depending on the timing of construction.)

- Q7.6: What are the roles and responsibilities for SRF programs for BABA implementation?

    - A7.6: Implementation of the BABA requirements for the State Revolving Fund programs will continue the roles and responsibilities from the successful AIS implementation process.

      As with AIS, it is both the assistance recipient's and the state's responsibility to ensure compliance with the BABA requirements. The state is the recipient of a federal capitalization grant and must comply with all grant conditions, including a condition requiring adherence to BABA requirements.

      Consequently, states are strongly advised to conduct site visits of projects during construction and review documentation demonstrating the assistance recipient's proof of compliance. In EPA's experience, most states conduct periodic site visits and arrange timely meetings with funded projects. Observed best practices typically include a meeting early in the process (sometimes before bid and usually prior to commencing construction) and at least one project site visit during the construction process. Assistance recipients must maintain documentation of compliance with the BABA requirements, as explained in question 5.3. The documents must be kept by the assistance recipient and should be reviewed by the state during project reviews.

      The state's role in the waiver process is to review any waiver requests submitted to the state to ensure that all necessary information has been provided by the assistance recipient prior to forwarding the request to EPA. If a state finds the request lacking, the state should work with

the assistance recipient to help obtain complete information. Question 4.1 explains the information needed by EPA to expediently review a waiver request.

In order to implement the BABA requirements, EPA has developed an approach for effective and efficient implementation of the waiver process to allow projects to proceed in a timely manner. The framework described below will allow states, on behalf of the assistance recipients, to apply for waivers of the BABA requirements directly to EPA Headquarters. Only waiver requests received and/or endorsed from states will be considered. Pursuant to BABA, EPA has the responsibility to make findings as to the issuance of waivers to the BABA requirements.

Step-by-step SRF Waiver Process

The waiver process begins with the assistance recipient. To fulfill the BABA requirements, the assistance recipient must in good faith design the project (where applicable) and solicit bids for construction with American-made iron and steel, manufactured goods, and construction materials. It is essential that the assistance recipient include the BABA terms in any request for proposals or solicitations for bids, and in all contracts (see Appendix 2 for sample construction contract language). The assistance recipient may receive a waiver at any point before, during, or after the bid process, if one or more of three statutory conditions is demonstrated to EPA and approved.

To apply for a project-specific waiver, the assistance recipient should email the request in the form of a Word document (.doc) or editable PDF (.pdf) to the funding program. It is strongly recommended that each state identify a person or persons for BABA communications. The state designee(s) will review the application for the waiver and determine whether the necessary information has been included (Note: More information may be provided in the future regarding what information is required to be included in waiver requests). Once the waiver application is complete, the designee (State) will forward the application to the EPA for review.

Evaluation by EPA

After receiving an application for waiver of the BABA requirements and ensuring sufficient information was provided, EPA will publish the request on its website for 15 days and receive public comment. EPA will then determine whether the application properly and adequately documents and justifies the statutory basis cited for the waiver.

In the event that EPA finds that adequate documentation and justification has been submitted, the Administrator may grant a waiver to the assistance recipient. EPA will notify the state designee whether a waiver request has been approved or not approved as soon as such a decision has been made. Granting such a waiver is a four-step process:

1. Research – After receiving an application for a waiver, EPA will perform market research to determine whether the iron, steel, manufactured goods, or construction materials are available domestically.

2. Posting – After research, if no domestic product has been identified, EPA is required to

publish the application and all material submitted with the application on EPA's website for 15 days. During that period, the public will have the opportunity to review the request and provide informal comment to EPA. The website can be found at: https://www.epa.gov/cwsrf/build-america-buy-america-baba-waivers-open-public-comment.

3. Evaluation – After receiving an application for waiver of the BABA requirements, EPA will determine whether the application properly and adequately documents and justifies the statutory basis cited for the waiver to determine whether or not to grant the waiver.

4. Signature of waiver approval by the Administrator or another agency official with delegated authority – As soon as the waiver is signed and dated, EPA will notify the State SRF program and post the signed waiver on the Agency's website. The assistance recipient should keep a copy of the signed waiver in its project files.

(Note: Additional steps may be required in the future regarding the waiver process depending on additional guidance from OBM) APPENDIX 1

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

MAR 20 2014

OFFICE OF WATER

MEMORANDUM

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

FROM: Andrew D. Sawyers, Director
Office of Wastewater Management (4201M)

Peter C. Grevatt, Director
Office of Ground Water and Drinking Water (4601M)

TO: Water Management Division Directors
Regions I - X

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

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

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

Implementation

The Act states:

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

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

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

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

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

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

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

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

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

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

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

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

Project Coverage

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

case, separate contracts or assistance agreement for SRF and State or other funding would carry separate requirements.

9) What about refinancing?

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

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

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

Covered Iron and Steel Products

11) What is an iron or steel product?

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

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

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

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

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

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

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

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

15) What is the definition of steel?

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

16) What does 'produced in the United States' mean?

Production in the United States of the iron or steel products used in the project requires that all manufacturing processes, including application of coatings, must take place in the United States, with the exception of metallurgical processes involving refinement of steel additives. All manufacturing processes includes processes such as melting, refining, forming, rolling, drawing, finishing, fabricating and coating. Further, if a domestic iron and steel product is taken out of the US for any part of the manufacturing process, it becomes foreign source material. However, raw materials such as iron ore, limestone and iron and steel scrap are not covered by the AIS requirement, and the material(s), if any, being applied as a coating are similarly not covered. Non-iron or steel components of an iron and steel product may come from non-US sources. For example, for products such as valves and hydrants, the individual non-iron and steel components

do not have to be of domestic origin.

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

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

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

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

19) What is the definition of 'municipal castings'?

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

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

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

20) What is 'structural steel'?

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

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

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

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

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

The following examples (including their appurtenances necessary for their intended use and operation) are NOT considered construction materials: pumps, motors, gear reducers, drives (including variable frequency drives (VFDs)), electric/pneumatic/manual accessories used to operate valves (such as electric valve actuators), mixers, gates, motorized screens (such as traveling screens), blowers/aeration equipment, compressors, meters, sensors, controls and switches, supervisory control and data acquisition (SCADA), membrane bioreactor systems, membrane filtration systems, filters, clarifiers and clarifier mechanisms, rakes, grinders, disinfection systems, presses (including belt presses), conveyors, cranes, HVAC (excluding ductwork), water heaters,

heat exchangers, generators, cabinetry and housings (such as electrical boxes/enclosures), lighting fixtures, electrical conduit, emergency life systems, metal office furniture, shelving, laboratory equipment, analytical instrumentation, and dewatering equipment.

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

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

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

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

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

Compliance

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

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

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

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

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

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

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

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

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

27) What happens if a State or EPA finds a non-compliant iron and/or steel product permanently incorporated in the project?

If a potentially non-compliant product is identified, the State should notify the assistance recipient of the apparent unauthorized use of the non-domestic component, including a proposed corrective action, and should be given the opportunity to reply. If unauthorized use is confirmed, the State can take one or more of the following actions: request a waiver where appropriate; require the removal of the non-domestic item; or withhold payment for all or part of the project. Only EPA can issue waivers to authorize the use of a non-domestic item. EPA may use remedies available to it under the Clean Water Act, the Safe Drinking Water Act, and 40 CFR part 31 grant regulations, in the event of a violation of a grant term and condition.

It is recommended that the State work collaboratively with EPA to determine the appropriate corrective action, especially in cases where the State is the one who identifies the item in noncompliance or there is a disagreement with the assistance recipient.

If fraud, waste, abuse, or any violation of the law is suspected, the Office of Inspector General (OIG) should be contacted immediately. The OIG can be reached at 1-888-546-8740 or OIG_Hotline@epa.gov. More information can be found at this website: http://www.epa.gov/oig/hotline.htm.

28) How do international trade agreements affect the implementation of the AIS requirements?

The AIS provision applies in a manner consistent with United States obligations under international agreements. Typically, these obligations only apply to direct procurement by the entities that are signatories to such agreements. In general, SRF assistance recipients are not signatories to such agreements, so these agreements have no impact on this AIS provision. In the few instances where such an agreement applies to a municipality, that municipality is under the obligation to determine its applicability and requirements and document the actions taken to comply for the State.

Waiver Process

The statute permits EPA to issue waivers for a case or category of cases where EPA finds (1) that applying these requirements would be inconsistent with the public interest; (2) iron and steel products are not produced in the US in sufficient and reasonably available quantities and of a satisfactory quality; or (3) inclusion of iron and steel products produced in the US will increase the cost of the overall project by more than 25 percent.

In order to implement the AIS requirements, EPA has developed an approach to allow for effective and efficient implementation of the waiver process to allow projects to proceed in a timely manner. The framework described below will allow States, on behalf of the assistance recipients, to apply for waivers of the AIS requirement directly to EPA Headquarters. Only waiver requests received from states will be considered. Pursuant to the Act, EPA has the responsibility to make findings as to the issuance of waivers to the AIS requirements.

Definitions

The following terms are critical to the interpretation and implementation of the AIS requirements and apply to the process described in this memorandum:

Reasonably Available Quantity: The quantity of iron or steel products is available or will be available at the time needed and place needed, and in the proper form or specification as specified in the project plans and design.

Satisfactory Quality: The quality of iron or steel products, as specified in the project plans and designs.

Assistance Recipient: A borrower or grantee that receives funding from a State CWSRF or DWSRF program.

Step-By-Step Waiver Process

Application by Assistance Recipient

Each local entity that receives SRF water infrastructure financial assistance is required by section 436 of the Act to use American made iron and steel products in the construction of its project. However, the recipient may request a waiver. Until a waiver is granted by EPA, the AIS requirement stands, except as noted above with respect to municipalities covered by international agreements.

The waiver process begins with the SRF assistance recipient. In order to fulfill the AIS requirement, the assistance recipient must in good faith design the project (where applicable) and solicit bids for construction with American made iron and steel products. It is essential that the assistance recipient include the AIS terms in any request for proposals or solicitations for bids, and in all contracts (see Appendix 3 for sample construction contract language). The assistance recipient may receive a waiver at any point before, during, or after the bid process, if one or more of three conditions is met:

1. Applying the American Iron and Steel requirements of the Act would be inconsistent with the public interest;
2. Iron and steel products are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or
3. Inclusion of iron and steel products produced in the United States will increase the cost of the overall project by more than 25 percent.

Proper and sufficient documentation must be provided by the assistance recipient. A checklist detailing the types of information required for a waiver to be processed is attached as Appendix 1.

Additionally, it is strongly encouraged that assistance recipients hold pre-bid conferences with potential bidders. A pre-bid conference can help to identify iron and steel products needed to complete the project as described in the plans and specifications that may not be available from domestic sources. It may also identify the need to seek a waiver prior to bid, and can help inform the recipient on compliance options.

In order to apply for a project waiver, the assistance recipient should email the request in the form of a Word document (.doc) to the State SRF program. It is strongly recommended that the State designate a single person for all AIS communications. The State SRF designee will review the application for the waiver and determine whether the necessary information has been included. Once the waiver application is complete, the State designee will forward the application to the EPA for review.

Evaluation by EPA

After receiving an application for waiver of the AIS requirements, EPA Headquarters will publish the request on its website for 15 days and receive informal comment. EPA Headquarters will then use the checklist in Appendix 2 to determine whether the application properly and adequately documents and justifies the statutory basis cited for the waiver – that it is quantitatively and qualitatively sufficient – and to

determine whether or not to grant the waiver.

In the event that EPA finds that adequate documentation and justification has been submitted, the Administrator may grant a waiver to the assistance recipient. EPA will notify the State designee that a waiver request has been approved or denied as soon as such a decision has been made. Granting such a waiver is a three-step process:

1. Posting – After receiving an application for a waiver, EPA is required to publish the application and all material submitted with the application on EPA's website for 15 days. During that period, the public will have the opportunity to review the request and provide informal comment to EPA. The website can be found at: http://water.epa.gov/grants_funding/aisrequirement.cfm

2. Evaluation – After receiving an application for waiver of the AIS requirements, EPA Headquarters will use the checklist in Appendix 2 to determine whether the application properly and adequately documents and justifies the statutory basis cited for the waiver – that it is quantitatively and qualitatively sufficient – and to determine whether or not to grant the waiver.

3. Signature of waiver approval by the Administrator or another agency official with delegated authority – As soon as the waiver is signed and dated, EPA will notify the State SRF program, and post the signed waiver on our website. The assistance recipient should keep a copy of the signed waiver in its project files.

Public Interest Waivers

EPA has the authority to issue public interest waivers. Evaluation of a public interest waiver request may be more complicated than that of other waiver requests so they may take more time than other waiver requests for a decision to be made. An example of a public interest waiver that might be issued could be for a community that has standardized on a particular type or manufacturer of a valve because of its performance to meet their specifications. Switching to an alternative valve may require staff to be trained on the new equipment and additional spare parts would need to be purchased and stocked, existing valves may need to be unnecessarily replaced, and portions of the system may need to be redesigned. Therefore, requiring the community to install an alternative valve would be inconsistent with public interest.

EPA also has the authority to issue a public interest waiver that covers categories of products that might apply to all projects.

EPA reserves the right to issue national waivers that may apply to particular classes of assistance recipients, particular classes of projects, or particular categories of iron or steel products. EPA may develop national or (US geographic) regional categorical waivers through the identification of similar circumstances in the detailed
justifications presented to EPA in a waiver request or requests. EPA may issue a national waiver based on policy decisions regarding the public's interest or a determination that a particular item is not produced domestically in reasonably available quantities or of a sufficient quality. In such cases, EPA may determine it is necessary to issue a national waiver.

If you have any questions concerning the contents of this memorandum, you may contact us, or have your staff contact Jordan Dorfman, Attorney-Advisor, State Revolving Fund Branch, Municipal Support Division, at dorfman.jordan@epa.gov or
(202) 564-0614 or Kiri Anderer, Environmental Engineer, Infrastructure Branch, Drinking Water Protection Division, at anderer.kirsten@epa.gov or (202) 564-3134.

Attachments

Appendix 1: Information Checklist for Waiver Request

The purpose of this checklist is to help ensure that all appropriate and necessary information is submitted to EPA. EPA recommends that States review this checklist carefully and provide all appropriate information to EPA. This checklist is for informational purposes only and does not need to be included as part of a waiver application.

Items	✓	Notes
General • Waiver request includes the following information: — Description of the foreign and domestic construction materials — Unit of measure — Quantity — Price — Time of delivery or availability — Location of the construction project — Name and address of the proposed supplier — A detailed justification for the use of foreign construction materials • Waiver request was submitted according to the instructions in the memorandum • Assistance recipient made a good faith effort to solicit bids for domestic iron and steel products, as demonstrated by language in requests for proposals, contracts, and communications with the prime contractor		
Cost Waiver Requests • Waiver request includes the following information: — Comparison of overall cost of project with domestic iron and steel products to overall cost of project with foreign iron and steel products — Relevant excerpts from the bid documents used by the contractors to complete the comparison — Supporting documentation indicating that the contractor made a reasonable survey of the market, such as a description of the process for identifying suppliers and a list of contacted suppliers		
Availability Waiver Requests • Waiver request includes the following supporting documentation necessary to demonstrate the availability, quantity, and/or quality of the materials for which the waiver is requested: — Supplier information or pricing information from a reasonable number of domestic suppliers indicating availability/delivery date for construction materials — Documentation of the assistance recipient's efforts to find available domestic sources, such as a description of the process for identifying suppliers and a list of contacted suppliers. — Project schedule — Relevant excerpts from project plans, specifications, and permits indicating the required quantity and quality of construction materials • Waiver request includes a statement from the prime contractor and/or supplier confirming the non-availability of the domestic construction materials for which the waiver is sought • Has the State received other waiver requests for the materials described in this waiver request, for comparable projects?		

Appendix 2: HQ Review Checklist for Waiver Request

Instructions: To be completed by EPA. Review all waiver requests using the questions in the checklist, and mark the appropriate box as Yes, No or N/A. Marks that fall inside the shaded boxes may be grounds for denying the waiver. If none of your review markings fall into a shaded box, the waiver is eligible for approval if it indicates that one or more of the following conditions applies to the domestic product for which the waiver is sought:

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

Review Items	Yes	No	N/A	Comments
Cost Waiver Requests • Does the waiver request include the following information? — Comparison of overall cost of project with domestic iron and steel products to overall cost of project with foreign iron and steel products — Relevant excerpts from the bid documents used by the contractors to complete the comparison — A sufficient number of bid documents or pricing information from domestic sources to constitute a reasonable survey of the market • Does the Total Domestic Project exceed the Total Foreign Project Cost by more than 25%?				
Availability Waiver Requests • Does the waiver request include supporting documentation sufficient to show the availability, quantity, and/or quality of the iron and/or steel product for which the waiver is requested? — Supplier information or other documentation indicating availability/delivery date for materials — Project schedule — Relevant excerpts from project plans, specifications, and permits indicating the required quantity and quality of materials • Does supporting documentation provide sufficient evidence that the contractors made a reasonable effort to locate domestic suppliers of materials, such as a description of the process for identifying suppliers and a list of contacted suppliers? • Based on the materials delivery/availability date indicated in the supporting documentation, will the materials be unavailable when they are needed according to the project schedule? (By item, list schedule date and domestic delivery quote date or other relevant information) • Is EPA aware of any other evidence indicating the non-availability of the materials for which the waiver is requested? Examples include: — Multiple waiver requests for the materials described in this waiver request, for comparable projects in the same State — Multiple waiver requests for the materials described in this waiver request, for comparable projects in other States — Correspondence with construction trade associations indicating the non-availability of the materials • Are the available domestic materials indicated in the bid documents of inadequate quality compared those required by the project plans, specifications, and/or permits?				

Appendix 5: Sample Certifications

The following information is provided as a sample letter of **step** certification for AIS compliance. Documentation must be provided on company letterhead.

Date

Company Name

Company Address

City, State Zip

Subject: American Iron and Steel Step Certification for Project (XXXXXXXXXX)

I, (company representative), certify that the (melting, bending, coating, galvanizing, cutting, etc.) process for (manufacturing or fabricating) the following products and/or materials shipped or provided for the subject project is in full compliance with the American Iron and Steel requirement as mandated in EPA's State Revolving Fund Programs.

Item, Products and/or Materials:

1. Xxxx
2. Xxxx
3. Xxxx

Such process took place at the following location:

_____

If any of the above compliance statements change while providing material to this project we will immediately notify the prime contractor and the engineer.

Signed by company representative

The following information is provided as a sample letter of certification for AIS compliance. Documentation must be provided on company letterhead.

Date

Company Name

Company Address

City, State Zip

Subject: American Iron and Steel Certification for Project (XXXXXXXXXX)

I, (company representative), certify that the following products and/or materials shipped/provided to the subject project are in full compliance with the American Iron and Steel requirement as mandated in EPA's State Revolving Fund Programs.

Item, Products and/or Materials:

1. Xxxx
2. Xxxx
3. Xxxx

Such process took place at the following location:

_____

If any of the above compliance statements change while providing material to this project we will immediately notify the prime contractor and the engineer.

Signed by company representative

American Iron & Steel (AIS) Requirement of the Consolidated Appropriations Act of 2014
(Public Law 113-76)

Q&A Part 2

PRODUCT QUESTIONS

1. **Q: Do all fasteners qualify for de minimis exemption?**

   A: No. There is no broad exemption for fasteners from the American Iron and Steel (AIS) requirements. Significant fasteners used in SRF projects are not subject to the de minimis waiver for projects and must comply with the AIS requirements. Significant fasteners include fasteners produced to industry standards (e.g., ASTM standards) and/or project specifications, special ordered or those of high value. When bulk purchase of unknown-origin fasteners that are of incidental use and small value are used on a project, they may fall under the national de minimis waiver for projects. The list of potential items could be varied, such as big-box/hardware-store-variety screws, nails, and staples. The key characteristics of the items that may qualify for the de minimis waiver would be items that are incidental to the project purpose (such as drywall screws) and not significant in value or purpose (such as common nails or brads).

   EPA also clarifies that minor components of two listed products – valves and hydrants -- may not need to meet the AIS requirements if the minor components compromise a very small quantity of minor, low-cost fasteners that are of unknown origin.

2. **Q: Does PCCP pipe have to be domestically produced?**

   A: Yes. Pre-stressed concrete cylinder pipe (PCCP) or other similar concrete cylinder pipes would be comparable to pre-cast concrete which is specifically listed in the Consolidated Appropriations Act of 2014 as a product subject to the AIS requirement.

3. **Q: If the iron or steel is made from recycled metals will the vendor/supplier have to provide a certification document certifying that the recycled metals are domestically produced?**

   A: No. Recycled source materials used in the production of iron and steel products do not have to come from the U.S. Iron or steel scrap, for instance, are considered raw materials that may come from anywhere. While certification is not required for the raw material, EPA does recommend that additional final processing of iron and steel be certified to have occurred in the U.S.

4. **Q: Do tanks used for filtration systems, if delivered to the construction site separately and then filled with filtration media onsite, have to be domestically produced?**

A: No. Tanks that are specifically designed to be filters, or as parts of a filtration system, do not have to be domestically produced because these parts are no longer simply tanks, even if the filter media has not been installed and will be installed at the project site, as is customary to do for shipping purposes. These parts have only one purpose which is to be housing for filters and cannot be used in another fashion.

5. **Q: Can a recipient use non-domestic flanged pipe?**

   A: No. While the Consolidated Appropriations Act of 2014 does not specifically mention flanged pipe, since it does mention both pipe and flanges, both products would need to be domestically produced. Therefore, flanged pipe would also need to be domestically produced.

6. **Q: Can a recipient use non-domestic couplings, expansion joints, and other similar pipe connectors?**

   A: No. These products would be considered specialty fittings, due to their additional functionality, but still categorized under the larger "fitting" categorization. Fittings are defined as a material that joins pipes together or connects to a pipe (AWWA, The Drinking Water Dictionary, 2000). Therefore, these products must comply with the AIS requirements and be produced domestically.

7. **Q: Can a recipient use non-domestic service saddles and tapping sleeves?**

   A: No. These products are necessary for pipe repair, to tap a water main, or to install a service or house connection. Therefore, they are included under the larger "pipe restraint" category which is a specifically identified product subject to the domestic preference in the Consolidated Appropriations Act of 2014.

8. **Q: The AIS guidance does not appear to cover reused items (i.e., existing pipe fittings, used storage tanks, reusing existing valves). How should reused items be addressed?**

   A: The AIS guidance does not address reuse of items. Reuse of items that would otherwise be covered by AIS is acceptable provided that the item(s) was originally purchased prior to January 17, 2014, the reused item(s) is not substantially altered from original form/function, and any restoration work that may be required does not include the replacement or addition of foreign iron or steel replacement parts. EPA recommends keeping a log of these reused items by including them on the assistance recipient's de minimis list, and stating therein that these items are reused products. The donation of new items (such as a manufacturer waiving cost for certain delivered items because of concerns regarding the origin of a new product) is not, however, considered reuse.

9. **Q: What does "time needed" mean in the AIS guidance, in reference to the definition of "Reasonably Available Quantity"?**

A: For considering whether a product would meet reasonably available quantity, "time needed" is based on the construction schedule. If the item is delayed and there is substantial impact on the overall construction schedule, this would not be according to the "time needed."

10. **Q: If a product is not specifically included on the list of AIS covered products, must it comply with AIS?**

    A: Possibly. The AIS requirements include a list of specifically covered products, one of which is construction materials, a broad category of potential products. For construction materials, EPA's AIS guidance includes a set of example items that it considers construction materials composed primarily of iron and steel and covered by the Act. This example list in the guidance is not an all-inclusive list of potential construction materials. However, the guidance also includes a list of items that EPA specifically does not consider construction materials, generally those of electrical or complex-mechanical nature. If a product is similar to the ones in the non-construction material list (and it is also not specifically listed by the Act), it is not a construction material. For all other items specifically included in the Act, coverage is generally self-evident.

11. **Q: If a listed iron and steel product is used as a part for an assembled product that is non-domestic, do the AIS requirements apply?**

    A: AIS requirements only apply to the final product as delivered to the work site and incorporated into the project. Other assemblies, such as a pumping assembly or a reverse osmosis package plant, are distinct products not listed and do not need to be made in the U.S. or composed of all U.S. parts. Therefore, for the case of a non-covered product used in a larger non-domestic assembly, the components, even if specifically listed in the Consolidated Appropriations Act, do not have to be domestically produced.

12. **Q: Is cast iron excluded from the AIS requirements?**

    A: No. Cast iron products that fall under the definition of iron and steel products must comply with the AIS requirements.

13. **Q: The guidance states that "construction materials" do not include mechanical equipment, but then identifies ductwork as a construction material. Please clarify.**

    A: Ductwork is not mechanical equipment, therefore it is considered a "construction material" and must comply with the AIS requirements.

14. **Q: Do "meters" mentioned in EPA's guidance as non-construction materials include both flow meters and water meters?**

    A: Yes. "Meters" includes any type of meter, including: flow meters, wholesale meters, and water meters/service connections.

15. Q: Must coiled steel be domestic?

A: Yes. Coiled steel is an intermediate product used in the production of steel pipe and must come from a U.S. source or subject to a waiver in order to comply with the AIS requirements.

16. Q: Are pig iron, direct reduced iron (DRI), and ingot considered raw materials?

A: No. These are considered intermediate products used in the production of iron or steel and must come from a U.S. source or subject to a waiver in order to comply with the AIS requirements.

17. Q: Can assistance recipients rely on a marking that reads, "Made in the USA," as evidence that all processes took place in the U.S.?

A: No. This designation is not consistent with our requirements that all manufacturing processes of iron and steel products must take place in the U.S.

18. Q: When determining what constitutes a product made "primarily" of iron or steel, who makes this determination?

A: The manufacturer will show if its product qualifies as primarily made of iron or steel. The recipient should expect the manufacturer to provide documentation/ certification that its product is AIS compliant.

19. Q: Do aerators need to be produced domestically in order to comply with AIS?

A: No. Aerators, similar to pumps, are mechanical equipment that do not need to meet the AIS requirements. "Blowers/aeration equipment, compressors" are listed in EPA's guidance as non-construction materials.

20. Q: Are Sluice and Slide Gates considered valves?

A: No. Valves are products that are generally encased / enclosed with a body, bonnet, and stem. Examples include enclosed butterfly, ball, globe, piston, check, wedge, and gate valves. Furthermore, "gates" (meaning sluice, slide or weir gates) are listed in EPA's guidance as non-construction materials.

AIS PROCESS QUESTIONS

21. Q: Will notices of waiver applications be published in the federal register?

A: No. Applications for waivers will be published on EPA's website (http://water.epa.gov/grants_funding/aisrequirement.cfm**).** EPA will provide 15 days for open public comment, as noted on the website.

22. Q: Will states be collecting the step certification paper trail, as presented in the AIS guidance?

A. No. Assistance recipients must maintain documentation of compliance with AIS. EPA recommends use of the step certification process. This process is a best practice and traces all manufacturing of iron and steel products to the U.S. If the process is used, the state does not have to collect the documentation. The documents must be kept by the assistance recipient and reviewed by the state during project reviews.

23. Q: Why is it considered a best practice for states to conduct site visits, when it is the assistance recipient's responsibility to meet the AIS requirements?

A: It is both the assistance recipient's and the state's responsibility to ensure compliance with the AIS requirements. The state is the recipient of a federal grant and must comply with all grant conditions, including a condition requiring that the AIS requirements be adhered to. Therefore, it is recommended that states conduct site visits of projects during construction and review documentation demonstrating the assistance recipient's proof of compliance.

24. Q: Please further define the state's role in the waiver process.

A: The state's role in the waiver process is to review any waiver requests submitted to the state in order to ensure that all necessary information has been provided by the assistance recipient prior to forwarding the request to EPA. If a state finds the request lacking, the state should work with the assistance recipient to help obtain complete information.

25. Q: How much time does EPA have to evaluate the waiver during the evaluation step?

A: At a minimum, EPA is required to provide 15 days for open public comment. There is no specific deadline or time limit for EPA to review waiver requests. Each waiver request will come with its own specific details and circumstances and may require a different amount of time for review and analysis. For example, public interest waivers in general may take longer to review than availability waivers which are typically more straightforward. However, EPA understands that construction may be delayed while waiting for a waiver and will make every effort to review and issue decisions on waiver requests in a timely manner.

PROJECT QUESTIONS

26. Q: What if a project is funded by another funding entity (i.e., United States Department of Agriculture – Rural Development) where AIS is not required and begins construction after January 17, 2014 but then applies to the SRF to refinance the project? Are they ineligible?

A: The project is not ineligible. AIS requirements will apply to any construction that occurs after the assistance agreement is signed, through the end of construction. If construction is complete, there is no retroactive application of the AIS requirements.

27. **Q: If the assistance recipient can demonstrate through market research that the AIS requirement will exceed the 25 percent cost threshold, is the entire project exempt from the AIS requirement?**

    A: If the waiver application shows that the inclusion of American iron and steel products causes the entire cost of the project to increase by more the 25 percent, a waiver may be granted for the entirety of the project.

28. **Q: Can the recipient use non-SRF funds to pay for the non-compliant item.**

    A: No. It is not an acceptable to use non-SRF funds to pay for a non-compliant item. The Consolidated Appropriations Act of 2014 requires that all iron and steel products, no matter the source of funding, must be made in the U.S. if SRF funds are used in the project.

29. **Q: What constitutes "satisfactory quality" as defined in the AIS guidance, in reference to the availability waiver process.**

    A: "Satisfactory quality" means the product meets the project design specifications. A waiver may be granted if a recipient determines that the project plans and design would be compromised because there are no American made products available that meet the project design specifications.

30. **Q: The guidance states that the AIS requirement applies to any project "funded in whole or in part" by an SRF. Where is this in the Act?**

    A: The Act states that, "None of the funds made available by a … [State SRF program] … shall be used for a project for the construction, alteration, maintenance, or repair of a public water system or treatment works unless all of the iron and steel products used in the project are produced in the United States." This sentence clearly states that no SRF program may use its funds for a project unless all of the iron and steel products used in the project are made in the U.S. This is true even if only $1 of SRF funding is used in the project.

31. **Q: There is always an expectation on the part of an assistance recipient that the construction phase of a planning and/or design only loan will be funded through the SRF. If the original planning and/or design only loan was executed prior to a January 17, 2014, does this mean the entire project will be exempt from the AIS requirement?**

    A: If the original loan includes construction, and was executed prior to January 17, 2014, then the AIS provision does not apply to the project. If the original loan was only for planning and/or design, then a written commitment or documented "expectation" is needed to show exemption from the

requirements. Appearance on a priority list in an Intended Use Plan along with written reasonable assurance from the state that the recipient will receive SRF funding for project construction could provide sufficient evidence of "expectation of funding".

32. **Q: What if there has been a change order or redesign requiring new plans and specifications to be approved and they were approved after January 17, 2014: does the project now have to comply with AIS?**

    A: In most cases, no. Change orders are typically small enough changes that the original plan and specification date will still hold true. For example, if a pipe alignment has to be changed for a block or two due to unforeseen conditions, but new plans and specifications had to be submitted for this section of the project, then that could be considered a minor change. However, if there has been a major redesign, perhaps the whole project had to be redesigned starting from scratch, then the new plans and specification approval date would apply.

33. **Q: What if the bids on a project with plans and specifications approved before January 17, 2014 but the loan is signed after January 17, 2014 come in low, and there is significant funding remaining in the loan agreement, so the community designs a second project with the remaining funds: does that project have to comply with the AIS requirements?**

    A: If the second project is closely related in purpose, place and time to the first project, then the second project would be exempt from the AIS requirements. It is the assistance recipient's responsibility (with state oversight) to show that a project is closely related, or not, in purpose, place and time.

34. **Q: What if the assistance agreement was signed after January 17, 2014, state approval of plans for the first phase of the project was in place prior to January 17, 2014, but state approval of the plans for the second phase of the project was received after January 17, 2014?**

    A: In such a case, the AIS provision would not apply to the first phase of the project. If the second phase of the project is considered the same project as the first phase, due to its close relation in purpose, place and time, the entire project may be exempt. It is the assistance recipient's responsibility (with state oversight) to show that phases of a project is closely related, or not, in purpose, place and time.

35. **Q: Do products purchased through procurement-only contracts have to be comply with AIS?**

    A: Yes. For projects funded by SRF, the products procured under any form of contract must comply with AIS. A procurement-only contract generally involves the bulk purchase of common items (such as pipe, concrete, and/or pumps) of independent timing from a set of planned projects. If products which are purchased through a procurement-only contract are being installed under another contract, the procurement-only contract would probably not be considered a separate project in purpose, place and time; and therefore, would have to comply with the AIS requirements.

March 2015

American Iron & Steel Requirement for the Clean Water and Drinking Water State Revolving Funds

Q&A Part 3

*For CWSRF and DWSRF: On **January 17, 2014**, Public Law 113-76, the "Consolidated Appropriations Act, 2014," was enacted and included an American Iron and Steel requirement for the Clean Water and Drinking Water State Revolving Fund programs through the end of fiscal year 2014. Since then, the AIS requirement has continued for both programs, but through different statutes, with a few changes as described in the questions and answers provided below.*

*For CWSRF: On **June 10, 2014**, the Water Resources Reform and Development Act amended the Clean Water Act to include permanent requirements for the use of AIS products in CWSRF assistance agreements. Section 608 of the CWA now contains requirements for AIS that repeat those of the Consolidated Appropriations Act, 2014. All CWSRF assistance agreements must comply with Section 608 of the CWA for implementation of the permanent AIS requirement.*

*For DWSRF: On **December 16, 2014**, the President signed Public Law 113- 235, the "Consolidated and Further Continuing Appropriations Act, 2015," which provides fiscal year 2015 full-year appropriations through September 30, 2015. This law continues the requirement for the use of AIS products in DWSRF assistance agreements through September 30, 2015.*

CWSRF PROGRAM

1. **Q: The Water Resources Reform and Development Act amended the Clean Water Act to include permanent requirements for the use of AIS for CWSRF funded assistance agreements. Does the CWA include an exemption for plans and specifications approved prior to the enactment of the legislation similar to the exemption included in the Consolidated Appropriations Act (CAA) 2014?**

   A: Yes. The WRRDA amendment to the CWA, which included AIS requirements, included a similar exemption as the CAA 2014. For any CWSRF assistance agreement signed on or after October 1, 2014, if the plans and specifications were approved prior to June 10, 2014 (the enactment of WRRDA), then the project is exempt from AIS requirements. For assistance agreements signed prior to October 1, 2014, the previous dates in the CAA 2014 apply (see March 20, 2014, AIS guidance document).

   If a project does not require approved engineering plans and specifications, the bid advertisement date will count in lieu of the plans and specifications approval date for purposes of this exemption in Section 608 (f).

   The following table summarizes AIS exemptions based on the plans and specifications approval date for CWSRF funded projects.

CWSRF AIS Project Exemption Based on Plans and Specifications Approval Date		
Assistance Agreement Signed:	Exempt from AIS if Plans and Specifications Were Approved Before:	Basis for Exemption:
1/17/2014 through 9/30/2014	4/15/2014	• Consolidated Appropriations Act 2014 • National waiver signed 4/15/2014*
On or after 10/1/2014	6/10/2014	• Clean Water Act Section 608

** To be covered by the national waiver, the plans and specifications had to be submitted to the state prior to 1/17/2014*

2. **Q: Does the AIS requirement apply to refinanced CWSRF projects?**

   A: Yes, in some cases. If a project began construction, financed from a non-CWSRF source prior to June 10, 2014, but is refinanced through a CWSRF assistance agreement executed on or after October 1, 2014, AIS requirements will apply to all construction that occurs on or after June 10, 2014, through completion of construction, unless engineering plans and specifications were approved by the responsible state agency prior to June 10, 2014. For CWSRF projects funded on or after October 1, 2014, there is no retroactive application of the AIS requirements where a refinancing occurs for a project that has completed construction prior to June 10, 2014.

DWSRF PROGRAM

3. **Q: The Consolidated and Further Continuing Appropriations Act 2015 continues the AIS requirements for DWSRF funded assistance agreements. Does the Act include an exemption for plans and specifications approved prior to the enactment of the legislation, similar to the exemption included in the Consolidated Appropriations Act (CAA) 2014?**

   A: Yes. The Consolidated and Further Continuing Appropriations Act 2015 includes a similar exemption as the CAA 2014. For any assistance agreement signed on or after December 16, 2014 (the enactment of the Act), if the plans and specifications were approved prior to December 16, 2014, then the project is exempt from the AIS requirements. For assistance agreements signed prior to December 16, 2014, the previous dates in the CAA 2014 apply (see March 20, 2014 AIS guidance document).

   If a project does not require approved engineering plans and specifications, the bid advertisement date will count in lieu of the plans and specifications approval date for purposes of the exemption in Section 424(f).

4. **Q: Do DWSRF assistance agreements signed during the time period between September 30, 2014, and December 16, 2014, still have to comply with the AIS requirements?**

A: Yes. The Continuing Appropriations Resolution 2015 was signed on September 19, 2014, which extended funding for the DWSRF with the same conditions that were made applicable by the language in the Fiscal Year 2014 appropriations, including the requirement for the use of American Iron and Steel products in projects receiving financial assistance from the DWSRF. Therefore, all assistance agreements starting October 1, 2014, through the enactment of the Consolidated and Further Continuing Appropriations Act 2015 (signed December 16, 2014), must include the AIS requirements. However, if the plans and specifications for any of these projects were approved prior to April 15, 2014 (the date the national waiver was signed), then the project is exempt from the AIS requirements.

The following table summarizes AIS exemptions based on the plans and specifications approval date for DWSRF funded projects.

DWSRF AIS Project Exemption Based on Plans and Specifications Approval Date		
Assistance Agreement Signed:	Exempt from AIS if Plans and Specifications Were Approved Before:	Basis for Exemption:
1/17/2014 through 9/30/2014	4/15/2014	• Consolidated Appropriations Act 2014 • National waiver signed 4/15/2014*
10/1/2014 through 12/15/2014	4/15/2014	• Continuing Appropriations Resolution 2015 (continued CAA 2014 requirements)** • National waiver signed 4/15/2014*
12/16/2014 through 9/30/2015	12/16/2014	• Consolidated and Further Continuing Appropriations Act 2015

** To be covered by the national waiver, the plans and specifications had to be submitted to the state prior to 1/17/2014*

*** Following the first continuing resolution, there were two additional CRs to fill the gap between 12/11/2014 and 12/16/2014*

5. **Q: Does the AIS requirement apply to refinanced DWSRF projects?**

A: Yes, in some cases. If a project began construction, financed from a non-DWSRF source prior to December 16, 2014, but is refinanced through a DWSRF assistance agreement executed on or after December 16, 2014, AIS requirements will apply to all construction that occurs on or after December 16, 2014, through completion of construction, unless engineering plans and

specifications were approved by the responsible state agency prior to December 16, 2014. For DWSRF projects funded on or after December 16, 2014, there is no retroactive application of the AIS requirements where a refinancing occurs for a project that has completed construction prior to December 16, 2014.

BOTH CWSRF AND DWSRF PROGRAMS

6. **Q: If a coating is applied to the external surface of a domestic iron or steel component, and the application takes place outside of the United States, would the product be compliant under the AIS requirements?**

   A: Yes. The product would still be considered a compliant product under AIS requirements. Any coating processes that are applied to the external surface of iron and steel components that would otherwise be AIS compliant would not disqualify the product from meeting the AIS requirements regardless of where the coating processes occur, provided that final assembly of the product occurs in the United States.

   The exemption above only applies to coatings on the *external surface* of iron and steel components. It does not apply to coatings or linings on internal surfaces of iron and steel products, such as the lining of lined pipes. All manufacturing processes for lined pipes, including the application of pipe lining, must occur in the United States for the product to be compliant with AIS requirements.

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

OFFICE OF WATER

DECISION MEMORANDUM

SUBJECT: De Minimis Waiver of Section 436 of P.L. 113-76, Consolidated Appropriations Act (CAA), 2014

FROM: Nancy K. Stoner
Acting Assistant Administrator

The EPA is hereby granting a nationwide waiver pursuant to the "American Iron and Steel (AIS)" requirements of P.L. 113-76, Consolidated Appropriations Act, 2014 (Act), section 436 under the authority of Section 436(b)(**1**) (public interest waiver) for de minimis incidental components of eligible water infrastructure projects. This action permits the use of products when they occur in de minimis incidental components of such projects funded by the Act that may otherwise be prohibited under section 436(a). Funds used for such de minimis incidental components cumulatively may comprise no more than a total of 5 percent of the total cost of the materials used in and incorporated into a project; the cost of an individual item may not exceed **1** percent of the total cost of the materials used in and incorporated into a project.

P.L. 113-76, Consolidated Appropriations Act, 2014 (Act), includes an "American Iron and Steel" (AIS) requirement in section 436 that requires Clean Water State Revolving Loan Fund (CWSRF) and Drinking Water State Revolving Loan Fund (DWSRF) assistance recipients to use specific domestic iron and steel products that are produced in the United States if the project is funded through an assistance agreement executed beginning January 17, 2014 (enactment of the Act), through the end of Fiscal Year 2014, unless the agency determines it necessary to waive this requirement based on findings set forth in Section 436(b). The Act states, "[the requirements] shall not apply in any case or category of cases in which the Administrator of the Environmental Protection Agency ...finds that- (1) applying subsection (a) would be inconsistent with the public interest" 436(b)**(1)**.

In implementing section 436 of the Act, the EPA must ensure that the section's requirements are applied consistent with congressional intent in adopting this section and in the broader context of the purposes, objectives, and other provisions applicable to projects funded under the SRF. Water infrastructure projects typically contain a relatively small number of high-cost components incorporated into the project. In bid solicitations for a project, these high-cost components are generally described in detail via project specific technical specifications. For these major components, utility owners and their contractors are generally familiar with the conditions of availability, the potential alternatives for each detailed specification, the approximate cost, and the country of manufacture of the available components.

Internet Address (URL) • http://www.epa.gov
Recycled/Recyclable • Printed with Vegetable Oil Based Inks on 100% Postconsumer, Process Chlorine Free Recycled Paper

Every water infrastructure project also involves the use of thousands of miscellaneous, generally low-cost components that are essential for, but incidental to, the construction and are incorporated into the physical structure of the project. For many of these incidental components, the country of manufacture and the availability of alternatives is not always readily or reasonably identifiable prior to procurement in the normal course of business; for other incidental components, the country of manufacture may be known but the miscellaneous character in conjunction with the low cost, individually and (in total) as typically procured in bulk, mark them as properly incidental. Examples of incidental components could include small washers, screws, fasteners (i.e., nuts and bolts), miscellaneous wire, comer bead, ancillary tube, etc. Examples of items that are clearly not incidental include significant process fittings (i.e., tees, elbows, flanges, and brackets), distribution system fittings and valves, force main valves, pipes for sewer collection and/or water distribution, treatment and storage tanks, large structural support structures, etc.

The EPA undertook multiple inquiries to identify the approximate scope of de minimis incidental components within water infrastructure projects during the implementation of the American Reinvestment and Recovery Act (ARRA) and its requirements (Buy American provisions, specifically). The inquiries and research conducted in 2009 applies suitably for the case today. In 2009, the EPA consulted informally with many major associations representing equipment manufacturers and suppliers, construction contractors, consulting engineers, and water and wastewater utilities, and performed targeted interviews with several well-established water infrastructure contractors and firms who work in a variety of project sizes, and regional and demographic settings to ask the following questions:

- What percentage of total project costs were consumables or incidental costs?

- What percentage of materials costs were consumables or incidental costs?

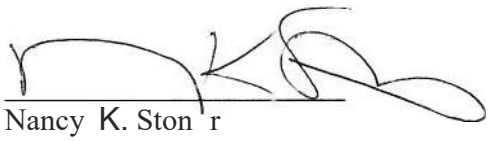
- Did these percentages vary by type of project (drinking water vs. wastewater treatment plant vs. pipe)?

The responses were consistent across the variety of settings and project types, and indicated that the percentage of total costs for drinking water or wastewater infrastructure projects represented by these incidental components is generally not in excess of 5 percent of the total cost of the materials used in and incorporated into a project. In drafting this waiver, the EPA has considered the de minimis proportion of project costs generally represented by each individual type of these incidental components within the many types of such components comprising those percentages, the fact that these types of incidental components are obtained by contractors in many different ways from many different sources, and the disproportionate cost and delay that would be imposed on projects if the EPA did not issue this waiver.

Assistance recipients who wish to use this waiver should in consultation with their contractors determine the items to be covered by this waiver and must retain relevant documentation (i.e., invoices) as to those items in their project files.

If you have any questions concerning the contents of this memorandum, please contact Timothy Connor, Chemical Engineer, Municipal Support Division, at connor.timothy@epa.gov or (202) 566-1059 or Kirsten Anderer, Environmental Engineer, Drinking Water Protection Division, at anderer.kirsten@epa.gov or (202) 564-3134.

Issued on: APR 15 2014

Approved by: 

Nancy K. Stoner
Acting Assistant Administrator

Ohio Water Pollution Control Loan Fund
Use of American Iron and Steel - De Minimis Final Utilization and Certification Form

The Consolidated Appropriations Act of 2014 (P.L. 113-76) Section 436 requires the use of American & Steel in SRF-funded projects. Under the authority of Section 436(b)(1), the EPA has issued a public interest waiver for De Minimis incidental components. The assistance recipient wishing to use this waiver should consult with their contractor(s) to maintain an itemized list of components covered under De Minimis. At the conclusion of the project, this form must be completed and retained in the assistance recipient's project files and a copy provided to DEFA. Please print clearly or type.

Project Name:_____ Loan Agrmt #: _____

NOTE: The De Minimis waiver is only applicable to the cost of materials for the entire project. Do not include other project costs (labor, installation costs, etc.) in the "Total Cost of Materials". The cost of a material must include delivery to the site and any applicable tax. Must have sufficient documentation to support all costs included in this calculation.

Funds used for de minimis incidental components cumulatively may comprise no more than a total of 5 percent of the total cost of the materials used in and incorporated into a project; the cost of an individual item may not exceed 1 percent of the total cost of the materials used in and incorporated into a project.

Total Cost of Materials: | 5% Limit: | 1% limit:

Manufacturer & Component Description	Part/Model #	Quantity (if applicable)	Cost per Unit (if applicable)	Component's Total Cost	How is Cost Documented?*

Use additional sheets as necessary

Total De Minimis Cost of Components:

If approaching the 5% or 1% limits, contact DEFA immediately

* Documentation must demonstrate confirmation of the components' actual costs (invoice, etc.).

Completed by:

Name: _____ Title: _____

Signature: _____ Date: _____

Prohibition on Telecommunications and Video Surveillance

As required by 2 CFR 200.216, EPA recipients and subrecipients, including borrowers under EPA funded revolving loan fund programs, are prohibited from obligating or expending loan or grant funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by **Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities)**. Recipients, subrecipients, and borrowers also may not use EPA funds to purchase:

a. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
b. Telecommunications or video surveillance services provided by such entities or using such equipment.
c. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
Consistent with 2 CFR 200.471, costs incurred for telecommunications and video surveillance services or equipment such as phones, internet, video surveillance, and cloud servers are allowable except for the following circumstances:
a. Obligating or expending EPA funds for covered telecommunications and video surveillance services or equipment or services as described in 2 CFR 200.216 to:
(1) Procure or obtain, extend or renew a contract to procure or obtain;
(2) Enter into a contract (or extend or renew a contract) to procure; or
(3) Obtain the equipment, services, or systems.

Certain prohibited equipment, systems, or services, including equipment, systems, or services produced or provided by entities identified in section 889, are recorded in the System for Award Management exclusion list

§ 200.216 Prohibition on certain telecommunications and video surveillance services or equipment.

(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain;

(2) Extend or renew a contract to procure or obtain; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under Public Law 115–232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

(c) See Public Law 115–232, section 889 for additional information.

(d) See also § 200.471.

Resources:

2 CRF 200.216

FAQ's: Sec. 889 of 2019 NDAA_FAQ_20201124.pdf (performance.gov)

Public Law 115-232, Section 889

§ 200.471

SECTION 9
PREVAILING WAGE RATES

Davis-Bacon Wage Rate Requirements

(required contract provision)

Background and Applicability

On October 30, 2009, P.L. 111-88, "Making appropriations for the Department of the Interior, environment, and related agencies for the fiscal year ending September 30, 2010, and for other purposes," was enacted. This law provides appropriations for both the Clean Water State Revolving Fund (CWSRF) and the Drinking Water State Revolving Fund (DWSRF) for Fiscal Year 2010, while adding new requirements to these already existing programs. One new requirement requires the application of Davis-Bacon Act requirements.

Application of the Davis-Bacon Act requirements extend not only to assistance agreements funded with Fiscal Year 2010 appropriations, but to all assistance agreements executed on or after October 30, 2009, whether the source of the funding is prior year's appropriations, state match, bond proceeds, interest earnings, principal repayments, or any other source of funding so long as the project is financed by an SRF assistance agreement. If a project began construction prior to October 30, 2009 but is financed or refinanced through an assistance agreement executed on or after October 30, 2009, Davis-Bacon Act requirements will apply to all construction that occurs on or after October 30, 2009, through completion of construction.

Ohio EPA Responsibilities

With respect to the Water Pollution Control Loan Fund (WPCLF) and Water Supply Revolving Loan Account (WSRLA) revolving funds, EPA provides capitalization grants to each State which in turn provides funding assistance to eligible recipients within the State. Typically, the assistance recipients are municipal or other local governmental entities that manage the funds. Occasionally, the assistance recipients may be a private for profit or not for profit entity. Although EPA and the State are responsible for ensuring assistance recipients incorporate the wage rate requirements set forth herein as part of contracts for WPCLF and WSRLA funding, the assistance recipient has the primary responsibility to maintain payroll records and for compliance with Davis-Bacon Act requirements as described below.

Municipal Or Other Local Governmental Entities
Recipient's Responsibilities

The following is intended to help assistance recipients understand and meet their obligations related to Davis-Bacon (DB). Each assistance recipients should, however, review the contract/subcontract requirements that are set forth later in this document for a more full understanding of DB obligations.

Prior to advertising for bids:

> Obtain the wage determination for the locality in which a covered activity subject to DB will take place from the Department of Labor (DOL) at www.wdol.gov.

> Incorporate these wage determinations into the request for bids.

> Include the required contract provisions (see below) into the contract documents.

> Require prime contracts to include provisions that subcontractors follow the wage determination incorporated into the prime contract.

During the advertisement period:

> Monitor www.wdol.gov on a weekly basis to ensure that the wage determination contained in the request for bids remains current.

> If DOL modifies the DB wage determination more than 10 days prior to the bid opening, issue an addendum reflecting the modification.

> If DOL modifies or supersedes the DB wage determination less than 10 days prior to bid opening and you cannot issue an addendum for the change, you must request a finding from Ohio EPA that there is not reasonable time to notify interested contractors of the modification of the wage determination. The Ohio EPA will give you a report of its findings.

After opening bids:

> If the contract(s) aren't awarded within 90 days of the bid opening you must monitor www.wdol.gov on a weekly basis to ensure that wage determinations used in the bids remain current.

> If the contract(s) aren't awarded within 90 days of the bid opening, any modifications or supersedes that DOL makes to the wage determination must be incorporated into the contract unless (1) you request an extension from Ohio EPA AND (2) Ohio EPA obtains an extension of the 90 day period from DOL pursuant to 29 CFR 1.6(c)(3)(iv).

After contracts are signed and during construction:

> Review all subcontracts subject to DB entered into by prime contractors to verify that the prime contractor has required its subcontractors to include the applicable wage determinations.

> DOL may issue a revised wage determination applicable to one or all of your contracts after the award of the contract or execution of the change order which incorporated DB requirements into the contract if DOL determines that you have failed to incorporate a wage determination or have used a wage determination that clearly does not apply to the contract. If this occurs, you shall either terminate the contract or change order and rebid the contract OR incorporate DOL's wage determination retroactive to the beginning of the contract by change order. The contractor must be compensated for any increases in wages resulting from the use of DOL's revised wage determination.

> Periodically interview a sufficient number of employees entitled to DB prevailing wages (covered employees) to verify that contractors or subcontractors are paying the appropriate wage rates. As provided in 29 CFR 5.6(a)(6), all interviews must be conducted in confidence. You must use Standard Form 1445 or equivalent documentation to memorialize the interviews.

> Establish and follow an interview schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, you must:

- conduct all interviews in confidence.
- conduct interviews with a representative group of covered employees within two weeks of each contractor or subcontractor's submission of its initial weekly payroll data and two weeks prior to the estimated completion date for the contract or subcontract.
- conduct more frequent interviews if the initial interviews or other information indicates that there is a risk that the contractor or subcontractor is not complying with DB.
- immediately conduct necessary interviews in response to an alleged violation of the prevailing wage requirements.

> Periodically conduct spot checks of a representative sample of weekly payroll data to verify that contractors or subcontractors are paying the appropriate wage rates. You must:

- establish and follow a spot check schedule based on your assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract.
- spot check payroll data within two weeks of each contractor or subcontractor's submission of its initial payroll data and two weeks prior to the completion date the contract or subcontract at a

minimum.

• conduct more frequent spot checks if the initial spot check or other information indicates that there is a risk that the contractor or subcontractor is not complying with DB.

• during the examinations, verify evidence of fringe benefit plans and payments thereunder by contractors and subcontractors who claim credit for fringe benefit contributions.

> Periodically review contractors' and subcontractors' use of apprentices and trainees to verify registration and certification with respect to apprenticeship and training programs approved by either the DOL or a state, as appropriate, and that contractors and subcontractors are not using disproportionate numbers of, laborers, trainees and apprentices. These reviews shall be conducted in accordance with the schedules for spot checks and interviews.

> Immediately report potential violations of the DB prevailing wage requirements to Andrew Lausted at EPA Region V at 312-886-0189 and to the appropriate DOL Wage and Hour District Office listed at http://www.dol.gov/esa/contacts/whd/america2.htm.

If contracts have already been signed and DB requirements need to be incorporated:

> If contracts have already been signed prior to WPCLF/WSRLA funding being provided, you must issue a change order, task order, work assignment or similar legally binding instrument and incorporate the appropriate DOL wage determination from www.wdol.gov as well as the required contract provisions into the contract(s).

> Initiate the contractor and subcontractor review and wage interview requirements as described above and provided in the **Contract And Subcontract Provisions**.

Private For Profit Or Not For Profit (Non-Governmental) Entities Recipient's Responsibilities

The requirements, responsibilities and contract provisions for Private For Profit or Not For Profit Entities (Non-Governmental Entities) is exactly the same as for Municipal Or Other Local Governmental Entities EXCEPT for the following:

Prior to advertising for bids:

> Obtain the proposed wage determinations for specific localities from www.wdol.gov.

> Submit the wage determination to Ohio EPA for approval prior to inserting the wage determination into the solicitation unless subsequently directed otherwise by Ohio EPA.

Contract And Subcontract Provisions For Contracts In Excess Of $2,000

The following language must be included in full in any contract in excess of $2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a public building or public work, or building or work financed in whole or in part with WPCLF or WSRLA funds and which is subject to the labor standards provisions of any of the acts listed in §5.1:

NOTE: Modify the first sentence to include the name of the WPCLF/WSRLA funding recipient prior to including these provisions in the contract documents.

Wage Rate Requirements

As used in these provisions "subrecipient" means_____(fill in WPCLF/WSRLA funding recipient name here).

(a) The following applies to any contract in excess of $2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a public building or public work, or building or work financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in § 5.1.

(1) Minimum wages.

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

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

Subrecipients may obtain wage determinations from the U.S. Department of Labor's web site, www.wdol.gov.

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

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

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

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

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

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

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

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

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

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

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions

or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

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

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

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

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

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

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional

Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

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

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

(4) Apprentices and trainees --

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

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S.

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

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

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

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

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

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

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

(10) Certification of eligibility.

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

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

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

Contract Provision For Contracts In Excess Of $100,000 And Subject To The Overtime Provisions Of The Contract Work Hours And Safety Standards Act

The following language must be included in full in any contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These provisions are to be included in addition to the provisions for contracts in excess of $2,000. As used in these paragraphs, the terms laborers and mechanics include watchmen and guards.

(b) Contract Work Hours and Safety Standards Act. The following applies to any contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. As used in these paragraphs, the terms laborers and mechanics include watchmen and guards.

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

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

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

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

Contract Provision For Contracts In Excess Of $100,000 Subject ONLY To The Contract Work Hours And Safety Standards Act

In addition to the provisions for contracts in excess of $2,000, for any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 CFR 5.1, you must insert clauses requiring:

(c) The following applies to any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 CFR 5.1.

The contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

The records shall be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Ohio EPA, EPA and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

PREVAILING WAGE ORIENTATION MEETING

After award of contract the prime contractor and all approved subcontractors shall participate in a prevailing wage orientation meeting.

ONLINE FILLABLE WH-347 FORM

The On-line .pdf Fillable Form for Davis-Bacon and Related Acts Weekly Certified Payroll HW-347 is located at https://www.dol.gov/agencies/whd/forms/wh347

U.S. Department of Labor
Wage and Hour Division

Davis-Bacon and Related Acts Weekly Certified Payroll Form

(For Contractor's Optional Use; See Instructions at www.dol.gov/whd/forms/wh347instr.htm)

Unless otherwise noted, the information requested is specific to the named project below.

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.

U.S. Wage and Hour Division

Rev. January 2025
OMB No.: 1235-0008
Expires: 01/31/2028

☐ SUBMISSION OF FINAL DBRA CERTIFIED PAYROLL FORM ☐ PRIME CONTRACTOR ☐ SUBCONTRACTOR

PROJECT NAME	PROJECT NO. or CONTRACT NO.	CERTIFIED PAYROLL NO.	PRIME CONTRACTOR'S/SUBCONTRACTOR'S BUSINESS NAME
PROJECT LOCATION	**WAGE DETERMINATION NO.**	**WEEK ENDING DATE**	**PRIME CONTRACTOR'S/SUBCONTRACTOR'S BUSINESS ADDRESS**

(1A)	(1B)	(1C)	(1D)	(1E)	(2)	(3)	(4)								(5)	(6A)	(6B)	(6C)	(7A)	(7B)	(8)				(9)
WORKER ENTRY NO.	WORKER LAST NAME	WORKER FIRST NAME	WORKER MIDDLE INITIAL	WORKER IDENTIFYING NO.	(J) JOURNEYWORKER (RA) REGISTERD APPRENTICE	LABOR CLASSIFICATION	ST = STRAIGHT TIME OT = OVERTIME	(TOP) DAYS OF WORK WEEK (BOTTOM) DATES							TOTAL HOURS WORKED FOR WEEK	HOURLY WAGE RATE PAID FOR ST AND OT	TOTAL FRINGE BENEFIT CREDIT	PAYMENT IN LIEU OF FRINGE BENEFITS	GROSS AMT EARNED	GROSS AMT EARNED FOR **ALL WORK**	DEDUCTIONS FOR **ALL WORK**				NET PAY TO WORKER FOR **ALL WORK**
								S	M	Tu	W	Th	F	Sa							TAX WITH-HOLDINGS	FICA	OTHER (MUST SPECIFY, SEE INSTRUCTIONS)	TOTAL DEDUCTIONS	
								HOURS WORKED EACH DAY																	
							ST								0.00										
							OT																		
							ST								0.00										
							OT																		
							ST								0.00										
							OT																		
							ST								0.00										
							OT																		
							ST								0.00										
							OT																		
							ST								0.00										
							OT																		
							ST								0.00										
							OT																		
							ST								0.00										
							OT																		

DB.11

While use of Form WH-347 itself is optional, covered contractors and subcontractors performing work on Federal or federally assisted construction contracts are required by the DBRA regulations and the contract clauses to submit payroll information on a weekly basis. The Copeland Act (40 U.S.C. § 3145) requires contractors and subcontractors performing work on Federal or federally financed construction contracts to, on a weekly basis, "furnish a statement on the wages paid each employee during the prior week." U.S. Department of Labor (DOL) Regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors and subcontractors to submit weekly certified payrolls to the appropriate Federal agency if the agency is a party to the contract (or, if the agency is not such a party, to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to the Federal agency). Each certified payroll must be accompanied by a signed "Statement of Compliance" (e.g., page 2 of the WH-347 or another document with identical wording) indicating that the certified payrolls are accurate and complete, and that each laborer or mechanic has been paid not less than the required Davis-Bacon prevailing wage rate(s) (including any fringe benefits) for the work performed. DOL and contracting agencies receiving this information review the information to determine whether workers have received legally required wages and fringe benefits.

Public Burden Statement

We estimate that it will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W. Washington, D.C. 20210

(over)

PROJECT NAME	PROJECT NO. or CONTRACT NO.	PAYROLL NO.	PRIME CONTRACTOR'S/SUBCONTRACTOR'S BUSINESS NAME
PROJECT LOCATION		**WEEK ENDING DATE**	**CERTIFYING OFFICIAL's NAME AND TITLE**

I paid or supervised the payment of the laborers or mechanics working on the above project during the stated time period. I certify the following:

☐ The payroll information submitted with this statement is correct and complete for the above project during the above period, and the wage and fringe benefit rates paid to the workers, including credit taken for the reasonably anticipated costs of a bona fide fringe benefit plan, fund or program, are not less than the applicable wage and fringe benefits rates for the classification(s) of work actually performed, as specified in the wage determination(s) incorporated into the contract.

☐ All regular payrolls and all other basic records that the contractor is required to maintain for this payroll period are complete and accurate and will be made available upon request from the agency or the Department of Labor.

☐ The classifications reported for each laborer or mechanic are the classification(s) of work that each worker actually performed.

☐ Any workers paid as apprentices during the above period are duly registered in a bona fide apprenticeship program registered with the Office of Apprenticeship, Employment and Training Administration, United States Department of Labor ("OA"), or a State Apprenticeship Agency ("SAA") recognized by Department of Labor. I have verified the registered apprenticeship program information provided below as accurate and applicable to any apprentices identified on page 1 of this form.

APPRENTICESHIP PROGRAM NAME	REGISTERED		NAME OF LABOR CLASSIFICATION
	☐ OA	☐ SAA	
	☐ OA	☐ SAA	
	☐ OA	☐ SAA	

☐ Fringe benefits have been paid in cash and/or to bona fide fringe benefit plans, funds, or programs. Where the contractor is claiming an hourly credit for their contributions to or reasonably anticipated costs of a bona fide fringe benefit plan, fund, or program, provide plan information and the hourly credit claimed for each worker listed on the previous page of this form.

HOURLY CREDIT FOR FRINGE BENEFITS

If an amount is listed in (6B) on the first page of this certified payroll form, enter the hourly credit claimed under each plan name, type and number for each worker and check whether the plan is funded or unfunded.

NAME OF WORKER	FB NAME / FB TYPE / PLAN NO.	☐ Funded	☐ Unfunded	FB NAME / FB TYPE / PLAN NO.	☐ Funded	☐ Unfunded	FB NAME / FB TYPE / PLAN NO.	☐ Funded	☐ Unfunded	FB NAME / FB TYPE / PLAN NO.	☐ Funded	☐ Unfunded	FB NAME / FB TYPE / PLAN NO.	☐ Funded	☐ Unfunded	TOTAL HOURLY CREDIT
		Hourly Credit	$		Hourly Credit	$		Hourly Credit	$		Hourly Credit	$		Hourly Credit	$	$ 0.00
		Hourly Credit	$		Hourly Credit	$		Hourly Credit	$		Hourly Credit	$		Hourly Credit	$	$ 0.00
		Hourly Credit	$		Hourly Credit	$		Hourly Credit	$		Hourly Credit	$		Hourly Credit	$	$ 0.00
		Hourly Credit	$		Hourly Credit	$		Hourly Credit	$		Hourly Credit	$		Hourly Credit	$	$ 0.00
		Hourly Credit	$		Hourly Credit	$		Hourly Credit	$		Hourly Credit	$		Hourly Credit	$	$ 0.00
		Hourly Credit	$		Hourly Credit	$		Hourly Credit	$		Hourly Credit	$		Hourly Credit	$	$ 0.00
		Hourly Credit	$		Hourly Credit	$		Hourly Credit	$		Hourly Credit	$		Hourly Credit	$	$ 0.00
		Hourly Credit	$		Hourly Credit	$		Hourly Credit	$		Hourly Credit	$		Hrly Credit	$	$ 0.00

☐ All workers on the project have been paid the full weekly wages earned, and no rebates or deductions have been or will be made either directly or indirectly, other than permissible deductions as defined in 29 CFR part 3.

ADDITIONAL REMARKS

SIGNATURE OF CERTIFYING OFFICIAL	DATE	TELEPHONE NUMBER	EMAIL ADDRESS
		(___) ___-____	

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION (SEE SECTION 1001 OF TITLE 18 AND SECTION 3729 OF TITLE 31 OF THE UNITED STATES CODE), AS WELL AS DEBARMENT FROM FUTURE FEDERAL AND FEDERALLY-ASSISTED CONTRACTS. INFORMATION REPORTED IN CERTIFIED PAYROLLS MAY BE SUBJECT TO DISCLOSURE IN RESPONSE TO A FREEDOM OF INFORMATION ACT REQUEST.

DB.12

Wage and Hour Division

Instructions For Completing Davis-Bacon and Related Acts Weekly Certified Payroll Form, WH-347

- WH-347 (PDF)
  OMB Control No. 1235-0008, Expires 01/31/2028.
- WH-347 Form Annotated Guide (PDF)
- Online Fillable WH-347 Form

General: Form WH-347 is available for the convenience of contractors and subcontractors to submit certified weekly payrolls in connection with their Federal or federally assisted construction contracts and subcontracts. Properly completed, this form will satisfy the requirements of the regulations in parts 3 and 5 of Title 29 of the Code of Federal Regulations (CFR) as to certified payrolls submitted in connection with contracts subject to the Davis-Bacon and Related Acts (DBRA).

While use of Form WH-347 itself is optional, covered contractors and subcontractors performing work on Federal or federally assisted construction contracts are required by the DBRA regulations and the contract clauses to submit payroll information on a weekly basis. The Copeland Act (40 U.S.C. § 3145) requires contractors and subcontractors performing work on Federal or federally financed construction contracts to, on a weekly basis, "furnish a statement on the wages paid each employee during the prior week." U.S. Department of Labor (DOL) Regulations at 29 CFR 5.5(a)(3)(ii) require contractors and subcontractors to submit weekly certified payrolls to the appropriate Federal agency if the agency is a party to the contract (or, if the Federal agency is not party to the contract, to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to the Federal agency that provided the Federal assistance). Each certified payroll must be accompanied by a signed "Statement of Compliance" (e.g., page 2 of the WH-347 or another document with *identical* wording) indicating that the certified payrolls are accurate and complete, and that each laborer or mechanic has been paid not less than the required Davis-Bacon prevailing wage rate(s) (including any fringe benefits) for the work performed. DOL and contracting agencies receiving this information review the information to help determine whether workers have received legally required wages and fringe benefits.

Under the DBRA, contractors and subcontractors are required to pay not less than the prevailing wage, including fringe benefits, as predetermined by DOL. The contractor's obligation to pay fringe benefits may be met through the contractor's contributions to or reasonably anticipated costs of bona fide benefit plans, funds, or programs, or by paying workers cash in lieu of fringe benefits.

Form WH-347 provides fields for contractors and subcontractors to document all wages paid to each worker, whether paid entirely as cash wages or by a combination of cash wages and employer-provided bona fide fringe benefits, and provides for the contractor or subcontractor's certification in the Statement of Compliance (as shown on page 2 of Form WH-347) that the data and payroll information on the form are accurate and complete. The Statement of Compliance also provides for the representation that the contractor or subcontractor is paying its workers, including registered apprentices, at least the required wage rates, satisfying its fringe benefits obligations, and maintaining required payroll records.

Detailed instructions for completing the first page of Form WH-347 follow:

"Check Box" for Submission of Final DBRA Certified Payroll Form: Mark the box to indicate that this submission is for the final week of work on the project for the contractor or subcontractor.

"Check Box" for Prime Contractor or Subcontractor: Mark the appropriate box to indicate whether it is the prime contractor or a subcontractor on the project for which certified payroll is being reported.

Project Name: Enter the name of the project on which you are reporting.

Project No. or Contract No.: Enter the project number or the prime contract number assigned by the relevant contracting agency (if available).

Certified Payroll No.: Beginning with the number "1", each weekly certified payroll that a contractor or subcontractor submits for a project should be given a payroll number. Enter the appropriate payroll number.

Prime Contractor's/Subcontractor's Business Name: Enter the business' legal name.

Project Location: Enter the complete address of the project, or, if there is no specific address, a description of the project location, including, at a minimum, the county or counties and state in which the project is located.

Wage Determination No.: Enter the wage determination number(s) and revision number(s) included in the covered contract and relevant to the submitted certified payroll form (e.g., if there are multiple wage determinations applicable to the project, please list all wage determinations that applied to the work performed by the workers in this pay period).

Week Ending Date: Enter the workweek ending date for this pay period.

Prime Contractor's/Subcontractor's Business Address: Enter the company's full business address.

Column 1A – Worker Entry No.: Beginning with the number "1", enter each worker's entry number (e.g., entry in row 2 may be 2, entry in row 3 may be 3, etc. If reporting more than 8 entries, row 1 on page 2 may be entry 9 and row 1 on page 3 may be entry 17, etc.). If a worker works in more than one labor classification during the course of the week, the contractor should show the number of hours the worker worked in each classification using separate rows. In such circumstances, the same worker entry number should be used on each row associated with the worker.

Column 1B – Worker Last Name: Self-explanatory.

Column 1C – Worker First Name: Self-explanatory.

Column 1D – Worker Middle Initial: Self-explanatory.

Column 1E – Worker Identifying No.: Enter each worker's individual identifying number (e.g., last four digits of the worker's social security number or any number specific to the individual worker) on each weekly certified payroll submitted. ***Note:*** *workers' full Social Security numbers must* ***not*** *be included.*

Column 2 – Journeyworker / Registered Apprentice: Enter "J" if the worker is a journeyworker or "RA" if the worker is a registered apprentice in an apprenticeship program approved by DOL's Office of Apprenticeship (OA) or a State Apprenticeship Agency (SAA). For registered apprentices, also list their level of progression within the approved program.

Column 3 – Labor Classification: List the labor classification for the work actually performed by each worker. Labor classifications are found in the applicable Davis-Bacon wage determination(s) that are included in the contract for this project. If the wage determination(s) does not include a labor classification for work that a worker has performed on this contract, contact the Contracting Officer or Agency representative immediately.

If a worker performed work in more than one labor classification during the week, the worker must be paid at least the rate specified for the appropriate labor classification for the time actually worked in that labor classification. In such circumstances, an accurate breakdown of hours worked in each labor classification must be shown on the submitted payroll by using a separate row for each labor classification in which the worker performed work. If the contractor did not maintain an accurate breakdown of hours worked by a worker in each labor classification, the worker must be paid for all hours worked using the highest applicable prevailing wage rate (basic hourly rate and fringe benefits).

Column 4 – Hours Worked Each Day: In column 4 in the table above row 1, please enter the first letter for each day of the contractor's workweek in each box on the top row and its corresponding date in each box on the second row below it. For example, if a contractor's workweek starts on Tuesday and ends on Monday, enter "T" for Tuesday in the first box of the first row and continue with the appropriate letter identifying the day of the week for each box ending with "M" on the last box of the first row. In the second row, enter the corresponding date for each day of the week. Please see example below:

T	W	T	F	S	S	M
6/16	6/17	6/18	6/19	6/20	6/21	6/22

For worker-specific entries, please enter hours worked on this project as straight time ("ST") and overtime ("OT") in the applicable boxes. On all contracts subject to the Contract Work Hours and Safety Standards Act (CWHSSA), enter hours worked on this project in excess of 40 hours total in the week as overtime ("OT") (including hours worked on and off the site of the work of the covered contract). ***Note:*** *For more information about compliance with overtime requirements on Federal and federally assisted contracts, please visit Overtime Pay on Government Contracts.*

Column 5 – Total Hours Worked for the Week: Enter the total number of the hours worked entered in column four.

Column 6A – Hourly Wage Rate Paid for ST and OT: For each worker, list the actual hourly rate paid for straight time (top row) and overtime (bottom row) worked for work in the classification indicated in column 3. If the worker was paid at a higher rate than the wage rate required on the wage determination, indicate the wage rate the worker was actually paid. ***Note:*** *do not include cash payments in lieu of fringe benefits in this column.*

Column 6B – Total Fringe Benefit Credit: Enter the total of the contractor's or subcontractor's contributions to or reasonably anticipated costs of bona fide fringe benefit plans, funds, or programs for which the contractor or subcontractor is taking a credit toward satisfying Davis-Bacon prevailing fringe benefit rates as listed on page 2 of Form WH-347 under "Hourly Credit for Fringe Benefits". This amount should equal the worker's total hours worked in this period multiplied by the hourly credit for fringe benefits as listed under the Total Hourly Credit column on page 2 of Form WH-347 under "Hourly Credit for Fringe Benefits".

Column 6C – Payment in Lieu of Fringe Benefits: Enter the total amount in cash provided in lieu of fringe benefits to the worker during the workweek. This amount should equal the worker's total hours worked in this period multiplied by the hourly rate provided to the worker as cash in lieu of fringe benefits.

Column 7A – Gross Amount Earned: Enter the worker's gross amount earned for the workweek for hours worked on this Federal or federally assisted project.

Column 7B –Gross Amount Earned for all Work: If part of a worker's weekly wage was earned on projects or work other than the project described on this payroll, including non-DBRA covered projects, enter in column 7B the total gross amount earned during the week for all work performed during the week.

Column 8 – Deductions for all Work: Enter all deductions made from worker's total gross amount earned for all work (Column 7B). Columns are provided for entering deductions made for tax withholdings, FICA, and "Other" deductions. If the amount under "Other" deductions is specific to one deduction, please describe the deduction under "Additional Remarks" on page 2 of this certified payroll form. If the amount under the "Other" deductions made from the worker's pay is a result of more than one deduction, submit an addendum that itemizes each deduction and includes a description and amount for each deduction listed on that document. Enter the total amount for all deductions actually made under the "Total Deductions" column (include the amounts listed under the Tax Withholdings, FICA and Other columns). All deductions must be in accordance with the provisions of the Copeland Act Regulations, 29 CFR part 3. If a worker worked on other jobs in addition to this project, do not pro-rate the deductions; instead, show actual deductions from the worker's weekly gross wage for all projects. ***Note:*** *Except for deductions listed in 29 CFR 3.5, all deductions must have prior approval from the Department of Labor.*

Column 9 – Net Payment to Worker for All Work: Enter the actual dollar amount paid to the worker for all hours worked across all projects (including non-DBRA covered projects) during the week.

Detailed instructions for completing the second page of Form WH-347 follow:

Project Name: Enter the name of the project on which you are reporting.

Project No. Or Contract No.: Enter the project or prime contract number associated with your contract assigned by the relevant contracting agency (if available).

Payroll No.: Beginning with the number "1", each weekly certified payroll that a contractor or subcontractor submits for a project should be given a payroll number. Enter the appropriate payroll number.

Prime Contractor's/Subcontractor's Business Name: Enter the business' legal name.

Project Location: Enter the complete address of the project, or, if there is no specific address, a description of the project location, including, at a minimum, the county or counties and state in which the project is located.

Week Ending Date: Enter the workweek ending date for this pay period.

Certifying Official's Name and Title: Print the name and official title of the contractor or subcontractor, or their agent who paid or supervised the payment of the workers under the contract during the weekly time period covered by the form.

Statement of Compliance: While the "Statement of Compliance" need not be notarized, the statement (on page 2 of this certified payroll form) is subject to the penalties provided by 18 U.S.C. § 1001, namely, a fine, possible imprisonment of not more than 5 years, or both. Accordingly, the party signing this statement should have knowledge of the facts represented as true.

If applicable, please "check" each of the 6 boxes certifying the accompanying statement as accurate. Boxes 1, 2, 3 and 6 (i.e., the first three boxes and the last box) always **must** be checked to certify that the contractor or subcontractor completing the form is in compliance with the DBRA.

If any worker is being paid as an apprentice during the period, box 4 **must** be checked and each program name in which the contractor has registered apprentices working on the project during this payroll period must be listed, with the appropriate box checked to indicate whether the apprenticeship program is registered with DOL's Office of Apprenticeship (OA) or a State Apprenticeship Agency (SAA), and the name of the labor classification entered. If more than three entries are required, please submit an addendum providing the requested information with the submission of the certified payroll. If box 4 is not applicable, do not check the box and enter "Not Applicable" or "N/A" in the entry subsection, under Apprenticeship Program Name.

If the contractor or subcontractor is claiming an hourly credit for their contributions to or reasonably anticipated costs of bona fide fringe benefit plans, funds, or programs, box 5 must be checked and the subsections titled "Hourly Credit for Fringe Benefits" must be completed. In the first column, list each worker entry number (entered in column 1A on the first page) and name of worker for whom the contractor or subcontractor claimed an hourly fringe benefit credit (this should mirror the worker names and order found on Page 1 of the certified payroll form). In the following columns, list each fringe benefit plan name in the top row, fringe benefit plan type in the second row, fringe benefit plan number in the third row, mark whether the fringe benefit plan is funded or unfunded in the fourth row, and state the hourly amount of credit claimed for each worker under each applicable plan in the rows below. In the last column, list the total hourly cost of fringe benefit provided for each worker. Where the contractor or subcontractor is claiming a credit for the reasonably anticipated costs of fringe benefits provided directly by the contractor (commonly referred to as an "unfunded plan"), the contractor or subcontractor must have prior approval from the Department of Labor prior to claiming such credit as required in 29 CFR 5.28. If more than six bona fide fringe benefits are provided to the workers for which the contractor is claiming a credit, submit an addendum for each providing the information requested in this section.

Note: *If the contractor or subcontractor is meeting its fringe benefit obligations partially through contributions to or reasonably anticipated costs of a bona fide fringe benefit plan and partially through the payment of cash in lieu of fringe benefits, the contractor or subcontractor should enter the respective amounts in this section and in column 6C (Cash Payment in Lieu of Fringe Benefits) on page 1. If the contractor or subcontractor is meeting its fringe benefits obligations by simply paying the cash equivalent to each worker, check the box but do not complete the subsection, because those payments will be reported under column 6C (Cash Payment in Lieu of Fringe Benefits) on page 1.*

Additional Remarks: Optional space for additional information on deductions, hourly cost of fringe benefits, or explanations. If more space is needed, please continue remarks on a separate page. If the optional space or separate pages are used, please include all contractor and project information required by the form.

Signature of Certifying Official, Date, Telephone Number, and Email Address: The Statement of Compliance must be signed by the contractor or subcontractor, or their agent who paid or supervised the payment of the workers under the contract during the weekly time period covered by the form. Enter the phone number and email address of the individual who is signing the statement and the date signed. Legally valid electronic signatures are acceptable. A legally valid electronic signature includes any electronic process that indicates acceptance of the certified payroll record and includes an electronic method of verifying the signer's identity.
Note: *Photocopies or scanned copies of signatures do not satisfy this requirement.*

Public Burden Statement: We estimate that it will take an average of 55 minutes to complete this collection of information, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection of information, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W., Washington, D.C. 20210.

Note: *In order to view, fill out, and print PDF forms, you need Adobe® Acrobat® Reader® version 5 or later, which you may download for free at www.adobe.com/products/acrobat/readstep2.html.*

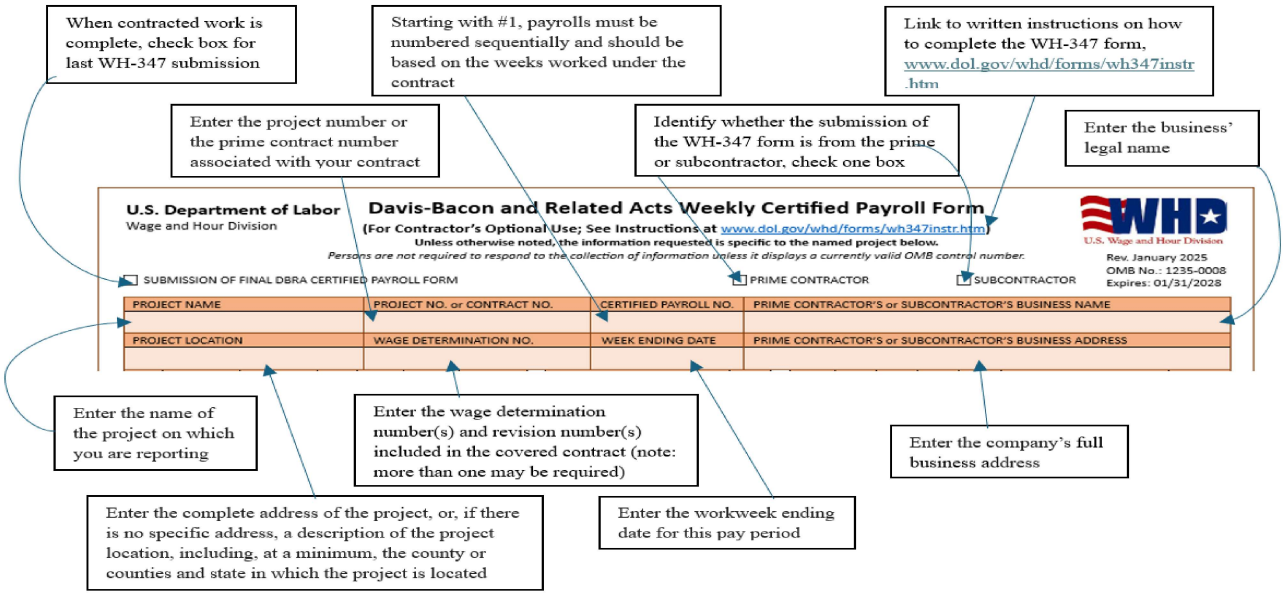
Wage and Hour Division

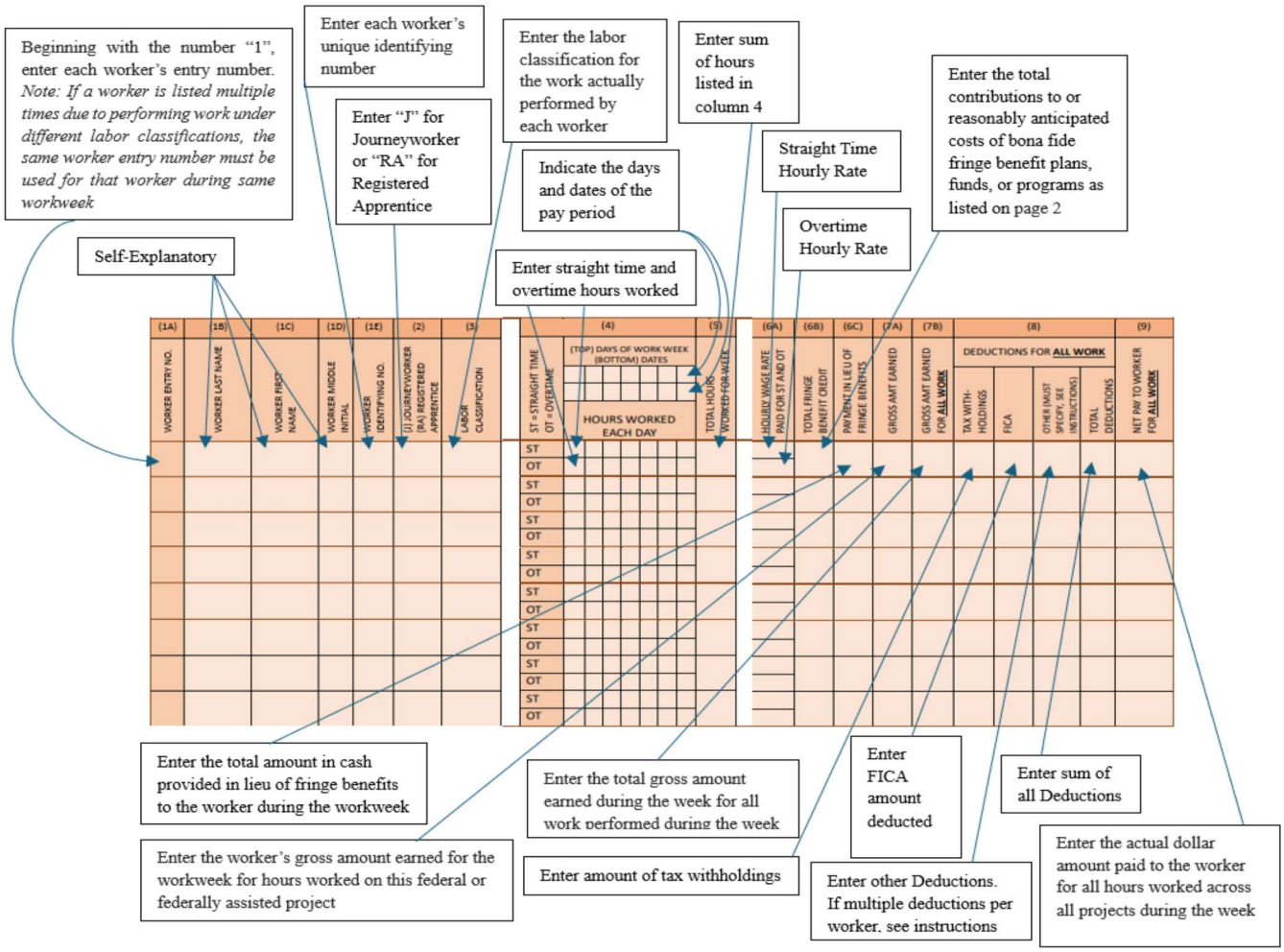
An agency within the U.S. Department of Labor

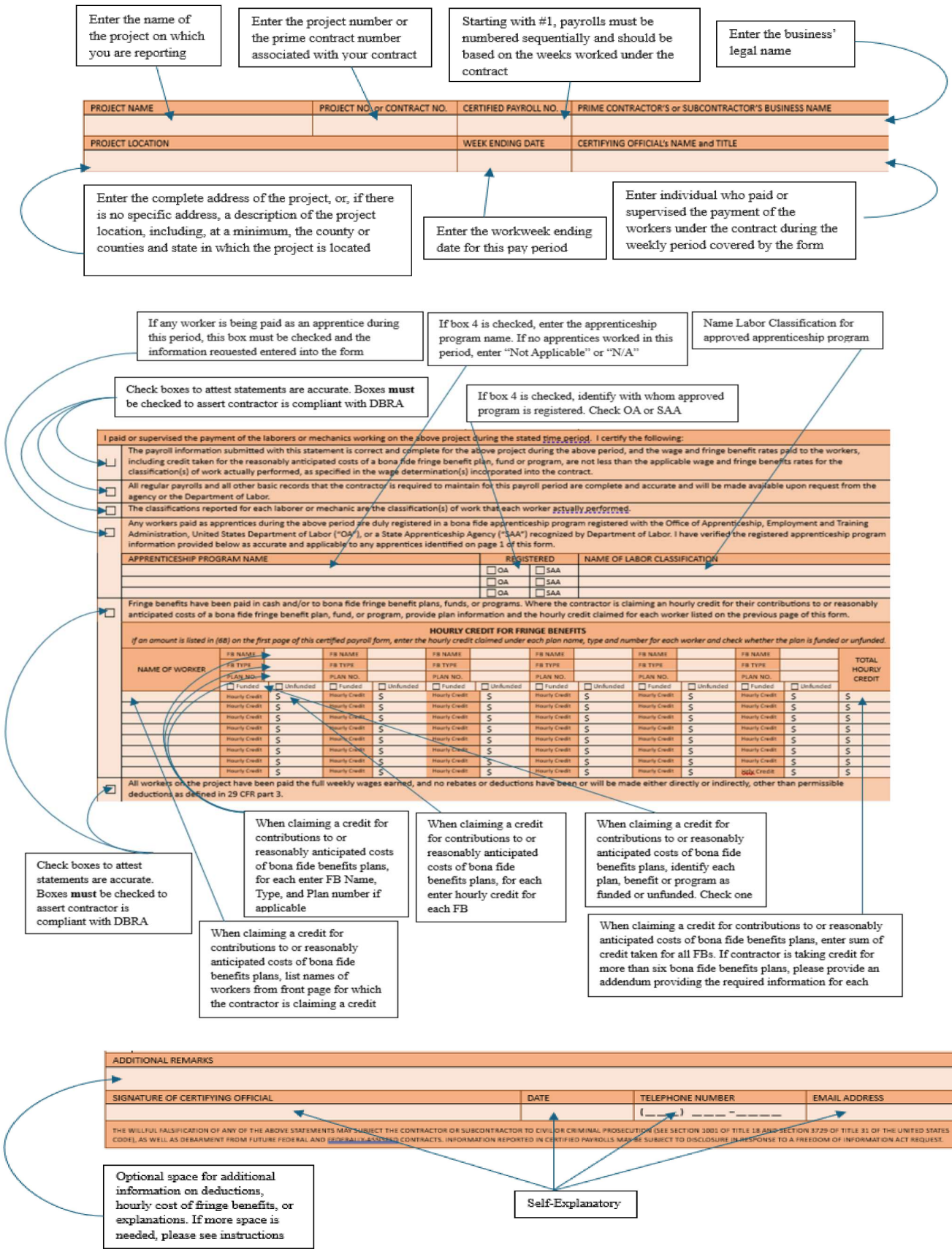
200 Constitution Ave NW
Washington, DC 20210
1-866-4-US-WAGE
1-866-487-9243
www.dol.gov

How to correctly fill out the Davis-Bacon and Related Acts Weekly Certified Payroll WH-347 Form

The completion of the WH-347 Davis Bacon and Related Acts Weekly Certified Payroll Form is optional; The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired.






Enter the name of the project on which you are reporting
Enter the project number or the prime contract number associated with your contract
Starting with #1, payrolls must be numbered sequentially and should be based on the weeks worked under the contract
Enter the business' legal name
PROJECT NAME
PROJECT NO. or CONTRACT NO.
CERTIFIED PAYROLL NO.
PRIME CONTRACTOR'S or SUBCONTRACTOR'S BUSINESS NAME
PROJECT LOCATION
WEEK ENDING DATE
CERTIFYING OFFICIAL's NAME and TITLE
Enter the complete address of the project, or, if there is no specific address, a description of the project location, including, at a minimum, the county or counties and state in which the project is located
Enter the workweek ending date for this pay period
Enter individual who paid or supervised the payment of the workers under the contract during the weekly period covered by the form
If any worker is being paid as an apprentice during this period, this box must be checked and the information requested entered into the form
If box 4 is checked, enter the apprenticeship program name. If no apprentices worked in this period, enter "Not Applicable" or "N/A"
Name Labor Classification for approved apprenticeship program
Check boxes to attest statements are accurate. Boxes must be checked to assert contractor is compliant with DBRA
If box 4 is checked, identify with whom approved program is registered. Check OA or SAA
I paid or supervised the payment of the laborers or mechanics working on the above project during the stated time period. I certify the following:
The payroll information submitted with this statement is correct and complete for the above project during the above period, and the wage and fringe benefit rates paid to the workers, including credit taken for the reasonably anticipated costs of a bona fide fringe benefit plan, fund or program, are not less than the applicable wage and fringe benefits rates for the classification(s) of work actually performed, as specified in the wage determination(s) incorporated into the contract.
All regular payrolls and all other basic records that the contractor is required to maintain for this payroll period are complete and accurate and will be made available upon request from the agency or the Department of Labor.
The classifications reported for each laborer or mechanic are the classification(s) of work that each worker actually performed.
Any workers paid as apprentices during the above period are duly registered in a bona fide apprenticeship program registered with the Office of Apprenticeship, Employment and Training Administration, United States Department of Labor ("OA"), or a State Apprenticeship Agency ("SAA") recognized by Department of Labor. I have verified the registered apprenticeship program information provided below as accurate and applicable to any apprentices identified on page 1 of this form.
APPRENTICESHIP PROGRAM NAME
REGISTERED
NAME OF LABOR CLASSIFICATION
OA
SAA
Fringe benefits have been paid in cash and/or to bona fide fringe benefit plans, funds, or programs. Where the contractor is claiming an hourly credit for their contributions to or reasonably anticipated costs of a bona fide fringe benefit plan, fund, or program, provide plan information and the hourly credit claimed for each worker listed on the previous page of this form.
HOURLY CREDIT FOR FRINGE BENEFITS
If an amount is listed in (6B) on the first page of this certified payroll form, enter the hourly credit claimed under each plan name, type and number for each worker and check whether the plan is funded or unfunded.
NAME OF WORKER
FB NAME
FB TYPE
PLAN NO.
Funded
Unfunded
Hourly Credit
TOTAL HOURLY CREDIT
All workers on the project have been paid the full weekly wages earned, and no rebates or deductions have been or will be made either directly or indirectly, other than permissible deductions as defined in 29 CFR part 3.
When claiming a credit for contributions to or reasonably anticipated costs of bona fide benefits plans, for each enter FB Name, Type, and Plan number if applicable
When claiming a credit for contributions to or reasonably anticipated costs of bona fide benefits plans, for each enter hourly credit for each FB
When claiming a credit for contributions to or reasonably anticipated costs of bona fide benefits plans, identify each plan, benefit or program as funded or unfunded. Check one
Check boxes to attest statements are accurate. Boxes must be checked to assert contractor is compliant with DBRA
When claiming a credit for contributions to or reasonably anticipated costs of bona fide benefits plans, list names of workers from front page for which the contractor is claiming a credit
When claiming a credit for contributions to or reasonably anticipated costs of bona fide benefits plans, enter sum of credit taken for all FBs. If contractor is taking credit for more than six bona fide benefits plans, please provide an addendum providing the required information for each
ADDITIONAL REMARKS
SIGNATURE OF CERTIFYING OFFICIAL
DATE
TELEPHONE NUMBER
EMAIL ADDRESS
THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION (SEE SECTION 1001 OF TITLE 18 AND SECTION 3729 OF TITLE 31 OF THE UNITED STATES CODE). AS WELL AS DEBARMENT FROM FUTURE FEDERAL AND FEDERALLY ASSISTED CONTRACTS. INFORMATION REPORTED IN CERTIFIED PAYROLLS MAY BE SUBJECT TO DISCLOSURE IN RESPONSE TO A FREEDOM OF INFORMATION ACT REQUEST.
Optional space for additional information on deductions, hourly cost of fringe benefits, or explanations. If more space is needed, please see instructions
Self-Explanatory

CONTRACTOR FRINGE BENEFIT STATEMENT

Contract # /Project Name:	Contract Location:	Today's Date:
Contractor / Subcontractor Name:	Business Address:	

In order that the proper Fringe Benefit rates can be verified when checking payrolls on the above contract, the hourly rates for fringe benefits, subsistence and/or travel allowance payment made for employees by the employer on the various classes of work are tabulated below. Please Include Apprentice Rates.

Classification:		Effective Date:	Subsistence or Travel Pay: $_____
EMPLOYER PAID FRINGE BENEFITS	Health & Welfare $_____hr	Paid To: Name of Plan/Fund/Program: Address:	_____ _____
	Pension $_____hr	Paid To: Name of Plan/Fund/Program: Address:	_____ _____
	Vacation/Holiday $_____hr	Paid To: Name of Plan/Fund/Program: Address:	_____ _____
	Training $_____hr	Paid To: Name of Plan/Fund/Program: Address:	_____ _____
	Other $_____hr	Paid To: Name of Plan/Fund/Program: Address:	_____ _____

Classification:		Effective Date:	Subsistence or Travel Pay: $_____
EMPLOYER PAID FRINGE BENEFITS	Health & Welfare $_____hr	Paid To: Name of Plan/Fund/Program: Address:	_____ _____
	Pension $_____hr	Paid To: Name of Plan/Fund/Program: Address:	_____ _____
	Vacation/Holiday $_____hr	Paid To: Name of Plan/Fund/Program: Address:	_____ _____
	Training $_____hr	Paid To: Name of Plan/Fund/Program: Address:	_____ _____
	Other $_____hr	Paid To: Name of Plan/Fund/Program: Address:	_____ _____

Supplemental statements must be submitted during the progress of the work should there be an increase or change in rates. Use additional sheets as necessary. (Attach a copy of your most recent premium transmittal (including copy of check submitted) into each of the above plans/funds/programs or a letter from the above plans/funds/programs reflecting current payment status).

I certify under penalty of perjury that fringe benefits are paid to the approved plans, funds or programs as listed above.

Name and Title	Signature and Date (Wet Signature Required)

GSLC #16 (1/09)

Prevailing Wage Notification to Employee

4115.05: …the contractor or subcontractor shall furnish each employee **NOT covered by a collective bargaining agreement** written notification of the job classification to which the employee is assigned, the prevailing wage determined to be applicable to that classification, separated into the hourly rate of pay and the fringe payments, and the identity of the prevailing wage coordinator appointed by the public authority. The contractor or subcontractor shall furnish the same notification to each affected employee every time the job classification of the employee is changed.

Project Name:	Project Number:
Contractor:	
Project Location:	

Prevailing Wage Coordinator	Employee
Public Authority:	Name:
Name of PWC:	Street:
Street:	City:
City:	State/Zip:
State:	Phone Number:
Zip:	Email:
Phone:	Last 4 Digits of SS#:

You will be performing work on this project that falls under these classifications. You will be paid the appropriate rate for the type of work you are performing.

Classification:	Prevailing Wage Rate Total Package:	Minus your fringe benefits*:	Your hourly base rate and overtime:
			/
			/
			/
			/
			/
			/

Hourly fringe benefits paid on your behalf by this company (Yearly amount the **company pays** divided by 2080):

Fringe	Amount	Fringe	Amount
Health Insurance		Vacation	
Life Pension		Holiday	
Pension		Sick Pay	
Other (Specify):		Training	
Other (Specify):		Total Hourly Fringes *	

Contractor's Signature:	Date:
Employee's Signature:	Date:

Certified payroll Report for Non-Performing Week Date

Contractor:

Subcontractor:

For week beginning on:

For week ending on:

Payroll Number:

Project Number:

Project location:

CERTIFICATION FOR NON-PERFORMING WEEK

I, *Name of Company* the undersigned, am the Prevailing Wage Coordinator with the authority to act for and on behalf of *Company Name* certify under penalty of perjury that no work was performed for the week ending on *Date*. I herein certify under penalty of perjury that all of the above is true and correct as submitted.

Signature

Name, Title, phone number, email address

Wage Determinations are issued for four types of construction categories:

Heavy Construction includes projects that cannot be classified as Building, Residential, or Highway. Heavy construction is often further distinguished on the basis of the characteristic of particular projects, such as dredging, water and sewer lines, dams, major bridges, and flood control projects.

Highway Construction includes the construction, alteration, or repair of roads, streets, highways, runways, parking areas and most other paving work not incidental to building, residential, or heavy construction.

Heavy and Highway are grouped together as one State Wide Determination in Ohio.

Building Construction includes the construction, alteration, or repair of sheltered enclosures with walk-in access for the purpose of housing persons, machinery, equipment, or supplies and the associated installation of utilities and equipment, as well as incidental grading and paving.

Residential Construction includes the construction, alteration, or repair of single family houses, townhouses, and apartment buildings of no more than four stories in height and all incidental work, such as site work, parking areas, utilities, streets, and sidewalks.

This project includes Wage Determinations for both Building and Heavy/Highway.

"General Decision Number: OH20260032 05/18/2026

State: Ohio

Construction Types: Building

Counties: Ohio Counties of
Ashtabula

Modification Number	Publication Date
0	01/02/2026
1	05/18/2026

BROH0016-003 05/01/2024

	Rates	Fringes
BRICKLAYER	$ 38.01	20.64

BROH0046-005 06/01/2015

	Rates	Fringes
BRICK POINTER/CAULKER/CLEANER	$ 26.20	13.89
TILE SETTER	$ 36.07	19.49
TILE FINISHER	$ 31.50	16.23

BROH0046-005 05/01/2024

	Rates	Fringes
BRICK POINTER/CAULKER/CLEANER	$ 26.20	13.89
TILE SETTER	$ 36.07	19.49
TILE FINISHER	$ 31.50	16.23

CARP0373-001 05/01/2024

	Rates	Fringes
SOFT FLOOR LAYER	$ 37.52	23.50

CARP0435-002 05/01/2024

	Rates	Fringes
CARPENTER (EXCLUDING DRYWALL HANGING, METAL STUD INSTALLATION, SOFT FLOOR LAYING, AND FORM WORK)	$ 37.52	23.50

ELEC0038-004 04/28/2025

	Rates	Fringes
ELECTRICIAN (HVAC/TEMPERATURE CONTROLS INSTALLATION ONLY) FOOTNOTES; A. 6 PAID HOLIDAYS: NEW YEAR'S DAY; MEMORIAL DAY; JULY 4TH; LABOR DAY; THANKSGIVING DAY; & CHRISTMAS DAY B. 1 WEEK'S PAID VACATION FOR 1 YEAR'S SERVICE; 2 WEEKS' PAID VACATION FOR 2 OR MORE YEARS' SERVICE	$ 46.63	24.92

ELEV0037-003 01/01/2025

	Rates	Fringes
ELEVATOR MECHANIC PAID HOLIDAYS: A. NEW YEAR'S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, VETERN'S DAY, THANKSGIVING DAY, THE FRIDAY AFTER THANKSGIVING, AND CHRISTMAS DAY. B. EMPLOYER CONTRIBUTES 8% OF REGULAR HOURLY RATE TO VACATION PAY CREDIT FOR EMPLOYEE WHO HAS WORKED IN BUSINESS MORE THAN 5 YEARS; 6% FOR LESS THAN 5 YEARS' SERVICE	$ 57.33	38.44

ENGI0018-023 05/01/2024

	Rates	Fringes
POWER EQUIPMENT OPERATOR: FORKLIFT	$ 42.98	16.41
POWER EQUIPMENT OPERATOR: CRANE	$ 44.14	16.41

IRON0550-011 05/01/2025

	Rates	Fringes
IRONWORKER: ORNAMENTAL AND STRUCTURAL	$ 36.00	23.57

LABO0245-001 05/01/2025

	Rates	Fringes
LABORER: COMMON OR GENERAL	$ 37.70	15.95

LABO0500-004 05/01/2024

	Rates	Fringes
LABORER (MASON TENDER - CEMENT/CONCRETE)	$ 32.35	16.42

PAIN0841-004 07/01/2025

	Rates	Fringes
PAINTER, DRYWALL TAPER (DRYWALL FINISHING/TAPING ONLY)	$ 33.43	18.15

PLAS0132-014 06/01/2025

	Rates	Fringes
PLASTERER	$ 31.68	15.46

PLUM0050-009 06/30/2025

	Rates	Fringes
PIPEFITTER (EXCLUDES HVAC PIPE INSTALLATION)	$ 51.00	32.56

PLUM0055-002 05/05/2025

	Rates	Fringes
PLUMBER (EXCLUDES HVAC PIPE INSTALLATION)	$ 44.86	30.03

PLUM0120-008 05/01/2025

	Rates	Fringes
PIPEFITTER (HVAC PIPE INSTALLATION ONLY)	$ 49.17	28.55

ROOF0044-003 04/27/2025

	Rates	Fringes
ROOFER	$ 40.15	21.28

SHEE0033-042 06/01/2025

	Rates	Fringes
SHEET METAL WORKER (EXCLUDING HVAC DUCT AND UNIT INSTALLATION)	$ 38.36	29.59

SUOH2012-034 08/29/2014

	Rates	Fringes
TRUCK DRIVER: DUMP (ALL TYPES)	$ 18.88	4.14
SPRINKLER FITTER (FIRE SPRINKLERS)	$ 28.89	10.53
PAINTER (BRUSH AND ROLLER)	$ 20.91	10.49
OPERATOR: ROLLER	$ 22.16	8.07
OPERATOR: PAVER (ASPHALT, AGGREGATE, AND CONCRETE)	$ 25.85	10.42
OPERATOR: LOADER	$ 19.87	5.91
OPERATOR: BULLDOZER	$ 24.19	8.24
OPERATOR: BOBCAT/SKID STEER/SKID LOADER	$ 20.56	7.13
OPERATOR: BACKHOE/EXCAVATOR/TRACKHOE	$ 30.20	12.96
LABORER: PIPELAYER	$ 18.37	4.79
ELECTRICIAN, EXCLUDES LOW VOLTAGE WIRING AND INSTALLATION OF HVAC/TEMPERATURE CONTROLS	$ 29.72	15.79
ELECTRICIAN (LOW VOLTAGE WIRING ONLY)	$ 20.91	8.20

UAVGOH0003 01/01/2024

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR	$ 36.16	26.11

UAVGOH0005 01/01/2018

	Rates	Fringes
CARPENTER: PILEDRIVERMAN	$ 30.06	17.61
CARPENTER (DRYWALL HANGING AND METAL STUD INSTALLATION ONLY)	$ 25.49	15.67

UAVGOH0006 01/01/2019

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER	$ 29.43	18.70

UAVGOH0007 01/01/2024

	Rates	Fringes
IRONWORKER: REINFORCING	$ 33.44	23.55

UAVGOH0008 01/01/2019

	Rates	Fringes
LABORER: MASON TENDER - BRICK	$ 27.81	11.24

UAVGOH0010 01/01/2018

	Rates	Fringes
SHEET METAL WORKER (HVAC DUCT INSTALLATION ONLY)	$ 31.53	26.35

UAVGOH0011 01/01/2018

	Rates	Fringes
SHEET METAL WORKER (HVAC UNIT INSTALLATION ONLY)	$ 30.03	25.53

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

==========

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

Note: Executive Order 13658 generally applies to contracts subject to the Davis-Bacon Act that were awarded on or between January 1, 2015 and January 29, 2022, and that have not been renewed or extended on or after January 30, 2022. Executive Order 13658 does not apply to contracts subject only to the Davis-Bacon Related Acts regardless of when they were awarded. If a contract is subject to Executive Order 13658, the contractor must pay all covered workers at least $13.65 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract from May 11, 2026, through December 31, 2026. The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under Executive Order 13658 is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses

(29CFR 5.5 (a) (1) (iii)).

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

Union Rate Identifiers

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

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

Union Average Rate Identifiers

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

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

Survey Rate Identifiers

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

"SU" wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The "SA" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the

state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the "SA" identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

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

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

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

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

==========

END OF GENERAL DECISION

"

"General Decision Number: OH20260001 09/17/2026

State: Ohio

Construction Types: Heavy and Highway

Counties: Ohio Counties of
Adams, Allen, Ashland, Ashtabula,
Athens, Auglaize, Belmont, Brown,
Butler, Carroll, Champaign, Clark,
Clermont, Clinton, Columbiana,
Coshocton, Crawford, Cuyahoga, Darke,
Defiance, Delaware, Erie, Fairfield,
Fayette, Franklin, Fulton, Gallia,
Geauga, Greene, Guernsey, Hamilton,
Hancock, Hardin, Harrison, Henry,
Highland, Hocking, Holmes, Huron,
Jackson, Jefferson, Knox, Lake,
Lawrence, Licking, Logan, Lorain, Lucas,
Madison, Mahoning, Marion, Medina,
Meigs, Mercer, Miami, Monroe,
Montgomery, Morgan, Morrow, Muskingum,
Noble, Ottawa, Paulding, Perry,
Pickaway, Pike, Portage, Preble, Putnam,
Richland, Ross, Sandusky, Scioto,
Seneca, Shelby, Stark, Summit, Trumbull,
Tuscarawas, Union, Van Wert, Vinton,
Warren, Washington, Wayne, Williams,
Wood and Wyandot

Heavy Construction

Highway Construction

Modification Number	Publication Date
0	01/02/2026
1	05/18/2026
2	05/20/2026
3	06/25/2026
4	07/30/2026
5	09/17/2026

BROH0001-001 06/01/2024

	Rates	Fringes
BRICKLAYER, STONEMASON (DEFIANCE, FULTON (EXCLUDING FULTON, AMBOY & SWAN CREEK TOWNSHIPS), HENRY (EXCLUDING MONROE, BARTLOW, LIBERTY, WASHINGTON, RICHFIELD, MARION, DAMASCUS & TOWNSHIPS & THAT PART OF HARRISON TOWNSHIP OUTSIDE CORPORATE LIMITS OF CITY OF NAPOLEON), PAULDING, PUTNAM AND WILLIAMS COUNTIES)	$ 33.39	20.06

BROH0001-004 06/01/2023

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER	$ 32.40	19.30

BROH0003-002 06/01/2024

	Rates	Fringes
BRICKLAYER, STONEMASON (FULTON (TOWNSHIPS OF AMBOY, SWAN CREEK & FULTON), HENRY (TOWNSHIPS OF WASHINGTON, DAMASCUS, RICHFIELD, BARTLOW, LIBERTY, HARRISON, MONROE, & MARION), LUCAS AND WOOD (TOWNSHIPS OF PERRYSBURG, ROSS, LAKE, TROY, FREEDOM, MONTGOMERY, WEBSTER, CENTER, PORTAGE, MIDDLETON, PLAIN, LIBERTY, HENRY, WASHINGTON, WESTON, MILTON, JACKSON & GRAND RAPIDS) COUNTIES)	$ 33.39	20.06

BROH0005-003 06/01/2020

	Rates	Fringes
BRICKLAYER: BRICKLAYERS; CAULKERS; CLEANERS;		

POINTERS; & STONEMASONS (CUYAHOGA, LORAIN & MEDINA (HINCKLEY, GRANGER, BRUNSWICK, LIVERPOOL, MONTVILLE, YORK, HOMER, HARRISVILLE, CHATHAM, LITCHFIELD & SPENCER TOWNSHIPS AND THE CITY OF MEDINA))..... $ 36.64 17.13

BRICKLAYER: SANDBLASTERS (CUYAHOGA, LORAIN & MEDINA (HINCKLEY, GRANGER, BRUNSWICK, LIVERPOOL, MONTVILLE, YORK, HOMER, HARRISVILLE, CHATHAM, LITCHFIELD & SPENCER TOWNSHIPS AND THE CITY OF MEDINA))..... $ 36.39 17.13

BRICKLAYER: SEWER BRICKLAYERS & STACK BUILDERS (CUYAHOGA, LORAIN & MEDINA (HINCKLEY, GRANGER, BRUNSWICK, LIVERPOOL, MONTVILLE, YORK, HOMER, HARRISVILLE, CHATHAM, LITCHFIELD & SPENCER TOWNSHIPS AND THE CITY OF MEDINA))..... $ 36.64 17.13

BRICKLAYER: SWING SCAFFOLDS (CUYAHOGA, LORAIN & MEDINA (HINCKLEY, GRANGER, BRUNSWICK, LIVERPOOL, MONTVILLE, YORK, HOMER, HARRISVILLE, CHATHAM, LITCHFIELD & SPENCER TOWNSHIPS AND THE CITY OF MEDINA))..... $ 37.14 17.13

BROH0006-005 06/01/2024

	Rates	Fringes
BRICKLAYER, STONEMASON (CARROLL, COLUMBIANA (KNOX, BUTLER, WEST & HANOVER TOWNSHIPS), STARK & TUSCARAWAS).....	$ 33.39	20.06

BROH0007-002 06/01/2024

	Rates	Fringes
BRICKLAYER, STONEMASON (LAWRENCE).....	$ 33.39	20.06

BROH0007-005 06/01/2023

	Rates	Fringes
BRICKLAYER (PORTAGE & SUMMIT).....	$ 32.40	19.30

BROH0007-010 06/01/2024

	Rates	Fringes
MASON - STONE (PORTAGE & SUMMIT).....	$ 33.39	20.06

BROH0008-001 06/01/2024

	Rates	Fringes
BRICKLAYER (COLUMBIANA (SALEM, PERRY, FAIRFIELD, CENTER, ELK RUN, MIDDLETON, & UNITY TOWNSHIPS AND THE CITY OF NEW WATERFORD), MAHONING & TRUMBULL)....	$ 33.39	20.06

BROH0009-002 06/01/2024

	Rates	Fringes
BRICKLAYER, STONEMASON (BELMONT & MONROE COUNTIES AND THE TOWNSHIPS OF WARREN & MT. PLEASANT AND THE VILLAGE OF DILLONVALE IN JEFFERSON COUNTY).....	$ 33.39	20.06
REFRACTORY (BELMONT & MONROE COUNTIES AND THE TOWNSHIPS OF WARREN & MT. PLEASANT AND THE VILLAGE OF DILLONVALE IN JEFFERSON COUNTY).....	$ 31.45	19.01

BROH0010-002 06/01/2024

	Rates	Fringes
BRICKLAYER, STONEMASON (COLUMBIANA (ST. CLAIR, MADISON, WAYNE, FRANKLIN, WASHINGTON, YELLOW CREEK & LIVERPOOL TOWNSHIPS) & JEFFERSON (BRUSH CREEK & SALINE TOWNSHIPS)).....	$ 33.39	20.06

BROH0014-002 06/01/2024

	Rates	Fringes
BRICKLAYER, STONEMASON (HARRISON & JEFFERSON (EXCEPT MT. PLEASANT, WARREN, BRUSH CREEK, SALINE & SALINEVILLE TOWNSHIPS & THE VILLAGE OF DILLONVALE)).	$ 33.39	20.06

BROH0016-002 06/01/2023

	Rates	Fringes
BRICKLAYER, STONEMASON (ASHTABULA, GEAUGA, AND LAKE COUNTIES).....	$ 32.40	19.30

BROH0018-002 06/01/2024

	Rates	Fringes
BRICKLAYER, STONEMASON (BROWN, BUTLER, CLERMONT, HAMILTON, PREBLE (GASPER, DIXON, ISRAEL, LANIER, SOMERS & GRATIS TOWNSHIPS) & WARREN COUNTIES:)	$ 33.39	20.06

BROH0022-004 06/01/2024

	Rates	Fringes
BRICKLAYER, STONEMASON (CHAMPAIGN, CLARK, CLINTON, DARKE, GREENE, HIGHLAND, LOGAN, MIAMI, MONTGOMERY, PREBLE (JACKSON, MONROE, HARRISON, TWIN, JEFFERSON & WASHINGTON TOWNSHIPS) AND SHELBY COUNTIES)	$ 33.39	20.06

BROH0032-001 06/01/2024

	Rates	Fringes
BRICKLAYER, STONEMASON (GALLIA & MEIGS)	$ 33.39	20.06

BROH0035-002 06/01/2024

	Rates	Fringes
BRICKLAYER, STONEMASON (ALLEN, AUGLAIZE, MERCER AND VAN WERT COUNTIES)	$ 33.39	20.06

BROH0039-002 06/01/2024

	Rates	Fringes
BRICKLAYER, STONEMASON (ADAMS & SCIOTO)	$ 33.39	20.06

BROH0040-003 06/01/2024

	Rates	Fringes
BRICKLAYER, STONEMASON (ASHLAND, CRAWFORD, HARDIN, HOLMES, MARION, MORROW, RICHLAND, WAYNE AND WYANDOT (EXCEPT CRAWFORD, RIDGE, RICHLAND & TYMOCHTEE TOWNSHIPS) COUNTIES) FOOTNOTE: LAYOUT MAN AND SAWMAN RATE: $1.00 PER HOUR ABOVE JOURNEYMAN RATE. FREE STANDING STACK WORK GROUND LEVEL TO TOP OF STACK; SANDBLASTING AND LAYING OF CARBON MASONRY MATERIAL IN SWING STAGE AND/OR SCAFFOLD; RAMMING AND SPADING OF PLASTICS AND GUNNITING: $1.50 PER HOUR ABOVE JOURNEYMAN RATE. ""HOT"" WORK: $2.50 ABOVE JOURNEYMAN RATE	$ 33.39	20.06

BROH0044-002 06/01/2024

	Rates	Fringes
BRICKLAYER, STONEMASON (COSHOCTON, FAIRFIELD, GUERNSEY, HOCKING, KNOX, KICKING, MORGAN, MUSKINGUM, NOBLE (BEAVER, BUFFALO, SENECA & WAYNE TOWNSHIPS) & PERRY COUNTIES:)	$ 33.39	20.06

BROH0045-002 06/01/2023

	Rates	Fringes
BRICKLAYER, STONEMASON (FAYETTE, JACKSON, PIKE, ROSS AND VINTON COUNTIES)	$ 35.39	17.47

BROH0046-002 06/01/2024

	Rates	Fringes
BRICKLAYER, STONEMASON (ERIE, HANCOCK, HURON, OTTAWA, SANDUSKY, SENECA, WOOD (PERRY & BLOOM TOWNSHIPS) AND WYANDOT (TYMOCHTEE, CRAWFORD, RIDGE & RICHLAND TOWNSHIPS) COUNTIES & THE ISLANDS OF LAKE ERIE NORTH OF SANDUSKY) FOOTNOTE: LAYOUT MAN AND SAWMAN RATE: $1.00 PER HOUR ABOVE JOURNEYMAN RATE. FREE STANDING STACK WORK GROUND LEVEL TO TOP OF STACK; SANDBLASTING AND LAYING OF CARBON MASONRY MATERIAL IN SWING STAGE AND/OR SCAFFOLD; RAMMING AND SPADING OF PLASTICS AND GUNNITING: $1.50 PER HOUR ABOVE JOURNEYMAN RATE. ""HOT"" WORK: $2.50 ABOVE JOURNEYMAN RATE	$ 33.39	20.06

BROH0052-001 06/01/2024

	Rates	Fringes
BRICKLAYER, STONEMASON (ATHENS COUNTY)	$ 33.39	20.06

BROH0052-003 06/01/2024

	Rates	Fringes
BRICKLAYER, STONEMASON (NOBLE (BROOKFIELD, NOBLE, CENTER, SHARON, OLIVE, ENOCH, STOCK, JACKSON, JEFFERSON & ELK TOWNSHIPS) AND WASHINGTON COUNTIES)	$ 33.39	20.06

BROH0055-003 06/01/2024

	Rates	Fringes
BRICKLAYER, STONEMASON (DELAWARE, FRANKLIN, MADISON, PICKAWAY AND UNION COUNTIES)	$ 33.39	20.06

CARP0002-024 05/01/2025

	Rates	Fringes
CARPENTER & PILEDRIVERMEN (BROWN, BUTLER, CHAMPAIGN, CLARK, CLERMONT, CLINTON, DARKE, GREENE, HAMILTON, LOGAN, MIAMI, MONTGOMERY, PREBLE, SHELBY & WARREN)	$ 35.94	23.59
DIVER (BROWN, BUTLER, CHAMPAIGN, CLARK, CLERMONT, CLINTON, DARKE, GREENE, HAMILTON, LOGAN, MIAMI, MONTGOMERY, PREBLE, SHELBY & WARREN)	$ 40.58	9.69

CARP0171-001 05/01/2025

	Rates	Fringes
CARPENTER (MAHONING & TRUMBULL)	$ 33.19	25.02

CARP0171-002 05/01/2025

	Rates	Fringes
CARPENTER (BELMONT, COLUMBIANA, HARRISON, JEFFERSON & MONROE)	$ 32.50	26.19

CARP0200-002 05/01/2025

	Rates	Fringes
CARPENTER (ADAMS, ATHENS, DELAWARE, FAIRFIELD, FAYETTE, FRANKLIN, GALLIA, GUERNSEY, HIGHLAND, HOCKING, JACKSON, LAWRENCE, LICKING, MADISON, MARION, MEIGS, MORGAN, MUSKINGUM, NOBLE, PERRY, PICKAWAY, PIKE, ROSS, SCIOTO, UNION, VINTON AND WASHINGTON COUNTIES)	$ 35.94	23.59
DIVER (ADAMS, ATHENS, DELAWARE, FAIRFIELD, FAYETTE, FRANKLIN, GALLIA, GUERNSEY, HIGHLAND, HOCKING, JACKSON, LAWRENCE, LICKING, MADISON, MARION, MEIGS, MORGAN, MUSKINGUM, NOBLE, PERRY, PICKAWAY, PIKE, ROSS, SCIOTO, UNION, VINTON AND WASHINGTON COUNTIES)	$ 39.41	10.40
PILEDRIVERMAN (ADAMS, ATHENS, DELAWARE, FAIRFIELD, FAYETTE, FRANKLIN, GALLIA, GUERNSEY, HIGHLAND, HOCKING, JACKSON, LAWRENCE, LICKING, MADISON, MARION, MEIGS, MORGAN, MUSKINGUM, NOBLE, PERRY, PICKAWAY, PIKE, ROSS, SCIOTO, UNION, VINTON AND WASHINGTON COUNTIES)	$ 35.94	23.59

CARP0285-001 05/01/2025

	Rates	Fringes
CARPENTER (CARROLL, STARK, TUSCARAWAS AND WAYNE)	$ 34.07	24.28

CARP0285-002 05/01/2025

	Rates	Fringes
CARPENTER (COSHOCTON, HOLMES, KNOX & MORROW)	$ 33.38	24.69

CARP0285-008 05/01/2025

	Rates	Fringes
CARPENTER (MEDINA, PORTAGE & SUMMIT)	$ 37.18	25.07

CARP0351-005 05/01/2025

	Rates	Fringes
CARPENTER (LUCAS & WOOD)	$ 35.44	27.56

CARP0351-006 05/01/2025

	Rates	Fringes

CARPENTER (DEFIANCE, FULTON, HANCOCK, HENRY, PAULDING & WILLIAMS COUNTIES)	$ 32.05	26.13

CARP0372-002 05/01/2025

	Rates	Fringes
CARPENTER (ALLEN, AUGLAIZE, HARDIN, MERCER, PUTNAM & VAN WERT)	$ 31.80	26.33

CARP0435-005 05/01/2025

	Rates	Fringes
CARPENTER (ASHTABULA, CUYAHOGA, GEAUGA & LAKE)	$ 38.57	24.64

CARP0735-001 05/01/2025

	Rates	Fringes
CARPENTER (ASHLAND, HURON & RICHLAND)	$ 34.67	23.57

CARP0735-002 05/01/2025

	Rates	Fringes
CARPENTER (LORAIN)	$ 38.42	24.01

CARP0735-004 05/01/2025

	Rates	Fringes
CARPENTER (ERIE)	$ 36.71	24.14

CARP0744-001 05/01/2025

	Rates	Fringes
CARPENTER (CRAWFORD, OTTAWA, SANDUSKY, SENECA & WYANDOT)	$ 33.74	27.05

CARP1090-002 05/01/2025

	Rates	Fringes
PILEDRIVERMEN & DIVER'S TENDER (ALLEN, AUGLAIZE, HARDIN, MERCER, PUTNAM, VAN WERT & WYANDOT) DIVERS - $250.00 PER DAY	$ 35.94	28.39

CARP1090-003 05/01/2025

	Rates	Fringes
DIVER, WET (BELMONT, HARRISON, & MONROE)	$ 58.52	24.91
PILEDRIVERMEN; DIVER, DRY (BELMONT, HARRISON, & MONROE)	$ 39.01	24.91

CARP1090-004 05/01/2025

	Rates	Fringes
DIVER, WET (CARROLL, STARK, TUSCARAWAS & WAYNE)	$ 49.82	25.40
PILEDRIVERMEN; DIVER, DRY (CARROLL, STARK, TUSCARAWAS & WAYNE)	$ 33.21	25.40

CARP1090-005 05/01/2025

	Rates	Fringes
DIVER, WET (ASHLAND, ASHTABULA, CUYAHOGA, ERIE, GEAUGA, HURON, LAKE, LORAIN, MEDINA, PORTAGE, RICHLAND & SUMMIT)	$ 54.51	27.50
PILEDRIVERMEN; DIVER, DRY (ASHLAND, ASHTABULA, CUYAHOGA, ERIE, GEAUGA, HURON, LAKE, LORAIN, MEDINA, PORTAGE, RICHLAND & SUMMIT)	$ 36.34	27.50

CARP1090-006 05/01/2025

	Rates	Fringes
DIVER, WET (COSHOCTON, HOLMES, KNOX & MORROW)	$ 54.36	22.54
PILEDRIVERMEN; DIVER, DRY (COSHOCTON, HOLMES, KNOX & MORROW)	$ 36.24	22.54

CARP1090-007 05/01/2025

	Rates	Fringes
DIVER, WET (MAHONING & TRUMBULL)	$ 50.85	24.82
PILEDRIVERMEN; DIVER, DRY (MAHONING & TRUMBULL)	$ 33.90	24.82

CARP1090-008 05/01/2025

	Rates	Fringes
PILEDRIVERMAN (COLUMBIANA & JEFFERSON)	$ 39.01	24.91

CARP1090-009 05/01/2025

	Rates	Fringes
PILEDRIVERMEN & DIVER'S TENDER (CRAWFORD, DEFIANCE, FULTON, HANCOCK, HENRY, LUCAS, OTTAWA, PAULDING, SANDUSKY, SENECA, WILLIAMS & WOOD) DIVERS - $250.00 PER DAY	$ 37.98	28.63

ELEC0008-002 05/27/2024

	Rates	Fringes
CABLE SPLICER (DEFIANCE, FULTON, HANCOCK, HENRY, LUCAS, OTTAWA, PAULDING, PUTNAM, SANDUSKY, SENECA, WILLIAMS & WOOD)	$ 38.98	18.96
ELECTRICIAN (DEFIANCE, FULTON, HANCOCK, HENRY, LUCAS, OTTAWA, PAULDING, PUTNAM, SANDUSKY, SENECA, WILLIAMS & WOOD)	$ 48.40	25.24

ELEC0032-003 06/01/2025

	Rates	Fringes
ELECTRICIAN (ALLEN, AUGLAIZE, HARDIN, LOGAN, MERCER, SHELBY, VAN WERT & WYANDOT (CRAWFORD, JACKSON, MARSEILLES, MIFFLIN, RIDGELAND, RIDGE & SALEM TOWNSHIPS))	$ 39.17	23.60

ELEC0038-002 04/28/2025

	Rates	Fringes
ELECTRICIAN, EXCLUDING SOUND & COMMUNICATIONS WORK. FOOTNOTE: A. 6 OBSERVED HOLIDAYS: NEW YEAR'S DAY; MEMORIAL DAY; INDEPENDENCE DAY; LABOR DAY; THANKSGIVING DAY; & CHRISTMAS DAY. EMPLOYEES WHO WORK ON A HOLIDAY SHALL BE PAID AT A RATE OF DOUBLE THEIR APPLICABLE CLASSIFIED STRAIGHT-TIME RATES FOR THE WORK PERFORMED ON SUCH HOLIDAY	$ 46.63	24.92

ELEC0038-008 04/28/2025

	Rates	Fringes
SOUND & COMMUNICATION TECHNICIAN: COMMUNICATIONS TECHNICIAN (CUYAHOGA, GEAUGA (BAINBRIDGE, CHESTER & RUSSELL TOWNSHIPS) & LORAIN (COLUMBIA TOWNSHIP)) FOOTNOTES; A. 6 PAID HOLIDAYS: NEW YEAR'S DAY; MEMORIAL DAY; JULY 4TH; LABOR DAY; THANKSGIVING DAY; & CHRISTMAS DAY B. 1 WEEK'S PAID VACATION FOR 1 YEAR'S SERVICE; 2 WEEKS' PAID VACATION FOR 2 OR MORE YEARS' SERVICE	$ 34.30	14.95
SOUND & COMMUNICATION TECHNICIAN: INSTALLER TECHNICIAN (CUYAHOGA, GEAUGA (BAINBRIDGE, CHESTER & RUSSELL TOWNSHIPS) & LORAIN (COLUMBIA TOWNSHIP)) FOOTNOTES; A. 6 PAID HOLIDAYS: NEW YEAR'S DAY; MEMORIAL DAY; JULY 4TH; LABOR DAY; THANKSGIVING DAY; & CHRISTMAS DAY B. 1 WEEK'S PAID VACATION FOR 1 YEAR'S SERVICE; 2 WEEKS' PAID VACATION FOR 2 OR MORE YEARS' SERVICE	$ 33.05	14.91

ELEC0064-003 11/30/2025

	Rates	Fringes
ELECTRICIAN (COLUMBIANA (BUTLER, FAIRFIELD, PERRY, SALEM & UNITY TOWNSHIPS) MAHONING (AUSTINTOWN, BEAVER, BERLIN, BOARDMAN, CANFIELD, ELLSWORTH, COITSVILLE, GOSHEN, GREEN, JACKSON, POLAND, SPRINGFIELD & YOUNGSTOWN TOWNSHIPS), & TRUMBULL (HUBBARD & LIBERTY TOWNSHIPS))	$ 41.49	21.81

ELEC0071-005 01/06/2025

	Rates	Fringes
LINE CONSTRUCTION: EQUIPMENT OPERATOR: DOT/TRAFFIC SIGNAL & HIGHWAY LIGHTING PROJECTS (ASHTABULA, CUYAHOGA, GEAUGA, LAKE & LORAIN)	$ 39.97	18.79
LINE CONSTRUCTION: EQUIPMENT OPERATOR: MUNICIPAL POWER/TRANSIT PROJECTS (ASHTABULA, CUYAHOGA, GEAUGA, LAKE & LORAIN)	$ 49.46	21.60
LINE CONSTRUCTION: GROUNDMAN: DOT/TRAFFIC SIGNAL & HIGHWAY LIGHTING PROJECTS (ASHTABULA, CUYAHOGA,		

GEAUGA, LAKE & LORAIN).....$ 31.10 16.40
LINE CONSTRUCTION: GROUNDMAN: MUNICIPAL
POWER/TRANSIT PROJECTS (ASHTABULA, CUYAHOGA,
GEAUGA, LAKE & LORAIN).....$ 38.47 18.64
LINE CONSTRUCTION: LINEMEN/CABLE SPLICER:
DOT/TRAFFIC SIGNAL & HIGHWAY LIGHTING PROJECTS
(ASHTABULA, CUYAHOGA, GEAUGA, LAKE & LORAIN).....$ 43.89 19.85
LINE CONSTRUCTION: LINEMEN/CABLE SPLICER:
MUNICIPAL POWER/TRANSIT PROJECTS (ASHTABULA,
CUYAHOGA, GEAUGA, LAKE & LORAIN).....$ 54.96 23.09

ELEC0071-010 01/06/2025

	Rates	Fringes
LINE CONSTRUCTION: EQUIPMENT OPERATOR (STATEWIDE)...	$ 40.44	17.71
LINE CONSTRUCTION: GROUNDMAN (STATEWIDE).....	$ 29.07	14.97
LINE CONSTRUCTION: LINEMAN & CABLE SPLICERS (STATEWIDE).....	$ 46.02	19.04

ELEC0082-002 12/02/2024

	Rates	Fringes
ELECTRICIAN (CLINTON, DARKE, GREENE, MIAMI, MONTGOMERY, PREBLE & WARREN (WAYNE, CLEAR CREEK & FRANKLIN TOWNSHIPS)).....	$ 38.00	22.49

ELEC0082-006 11/25/2024

	Rates	Fringes
SOUND & COMMUNICATION TECHNICIAN: CABLE PULLER (CLINTON, DARKE, GREENE, MIAMI, MONTGOMERY, PREBLE & WARREN (WAYNE, CLEAR CREEK & FRANKLIN TOWNSHIPS)).	$ 13.85	5.30
SOUND & COMMUNICATION TECHNICIAN: INSTALLER/TECHNICIAN (CLINTON, DARKE, GREENE, MIAMI, MONTGOMERY, PREBLE & WARREN (WAYNE, CLEAR CREEK & FRANKLIN TOWNSHIPS)).....	$ 27.70	15.71

ELEC0129-003 02/24/2025

	Rates	Fringes
ELECTRICIAN (LORAIN (EXCEPT COLUMBIA TOWNSHIP) & MEDINA (LITCHFIELD & LIVERPOOL TOWNSHIPS)).....	$ 42.95	18.81

ELEC0129-004 02/24/2025

	Rates	Fringes
ELECTRICIAN (ERIE & HURON (LYME, RIDGEFIELD, NORWALK, TOWNSEND, WAKEMAN, SHERMAN, PERU, BRONSON, HARTLAND, CLARKSFIELD, NORWICH, GREENFIELD, FAIRFIELD, FITCHVILLE & NEW LONDON TOWNSHIPS)).....	$ 42.95	18.81

ELEC0141-003 06/02/2025

	Rates	Fringes
CABLE SPLICER (BELMONT COUNTY).....	$ 42.94	27.74
ELECTRICIAN (BELMONT COUNTY).....	$ 39.25	31.23

ELEC0212-003 11/26/2018

	Rates	Fringes
SOUND & COMMUNICATION TECHNICIAN (BROWN, CLERMONT & HAMILTON).....	$ 24.35	10.99

ELEC0212-005 06/02/2025

	Rates	Fringes
ELECTRICIAN (BROWN, CLERMONT, AND HAMILTON COUNTIES).....	$ 38.05	22.97

ELEC0245-001 08/26/2024

	Rates	Fringes
LINE CONSTRUCTION: EQUIPMENT OPERATOR (ALLEN, HARDIN, VAN WERT & WYANDOT (CRAWFORD, JACKSON, MARSEILLES, MIFFLIN, RICHLAND, RIDGE & SALEM TOWNSHIPS)) FOOTNOTE: A. HALF DAY'S PAID HOLIDAY: THE LAST 4 HOURS OF THE WORKDAY PRIOR TO CHRISTMAS OR NEW YEAR'S DAY.....	$ 32.95	17.08
LINE CONSTRUCTION: GROUNDMAN TRUCK DRIVER (ALLEN, HARDIN, VAN WERT & WYANDOT (CRAWFORD, JACKSON, MARSEILLES, MIFFLIN, RICHLAND, RIDGE & SALEM		

TOWNSHIPS)): FOOTNOTE: A. HALF DAY'S PAID HOLIDAY: THE LAST 4 HOURS OF THE WORKDAY PRIOR TO CHRISTMAS OR NEW YEAR'S DAY.....$ 20.59 13.62
LINE CONSTRUCTION: LINEMAN (ALLEN, HARDIN, VAN WERT & WYANDOT (CRAWFORD, JACKSON, MARSEILLES, MIFFLIN, RICHLAND, RIDGE & SALEM TOWNSHIPS)) FOOTNOTE: A. HALF DAY'S PAID HOLIDAY: THE LAST 4 HOURS OF THE WORKDAY PRIOR TO CHRISTMAS OR NEW YEAR'S DAY.....$ 47.07 21.03

ELEC0245-003 01/01/2025

	Rates	Fringes
LINE CONSTRUCTION: CABLE SPLICER (DEFIANCE, FULTON, HANCOCK, HENRY, HURON, LUCAS, OTTAWA, PAULDING, PUTNAM, SANDUSKY, SENECA, WILLIAMS, AND WOOD COUNTIES) : FOOTNOTE: A. 6 OBSERVED HOLIDAYS: NEW YEAR'S DAY; MEMORIAL DAY; INDEPENDENCE DAY; LABOR DAY; THANKSGIVING DAY; & CHRISTMAS DAY. EMPLOYEES WHO WORK ON A HOLIDAY SHALL BE PAID AT A RATE OF DOUBLE THEIR APPLICABLE CLASSIFIED STRAIGHT-TIME RATES FOR THE WORK PERFORMED ON SUCH HOLIDAY	$ 53.90	23.19
LINE CONSTRUCTION: GROUNDMAN/TRUCK DRIVER (DEFIANCE, FULTON, HANCOCK, HENRY, HURON, LUCAS, OTTAWA, PAULDING, PUTNAM, SANDUSKY, SENECA, WILLIAMS, AND WOOD COUNTIES) FOOTNOTE: A. 6 OBSERVED HOLIDAYS: NEW YEAR'S DAY; MEMORIAL DAY; INDEPENDENCE DAY; LABOR DAY; THANKSGIVING DAY; & CHRISTMAS DAY. EMPLOYEES WHO WORK ON A HOLIDAY SHALL BE PAID AT A RATE OF DOUBLE THEIR APPLICABLE CLASSIFIED STRAIGHT-TIME RATES FOR THE WORK PERFORMED ON SUCH HOLIDAY	$ 20.51	13.84
LINE CONSTRUCTION: HELI-ARC WELDING (DEFIANCE, FULTON, HANCOCK, HENRY, HURON, LUCAS, OTTAWA, PAULDING, PUTNAM, SANDUSKY, SENECA, WILLIAMS, AND WOOD COUNTIES) FOOTNOTE: A. 6 OBSERVED HOLIDAYS: NEW YEAR'S DAY; MEMORIAL DAY; INDEPENDENCE DAY; LABOR DAY; THANKSGIVING DAY; & CHRISTMAS DAY. EMPLOYEES WHO WORK ON A HOLIDAY SHALL BE PAID AT A RATE OF DOUBLE THEIR APPLICABLE CLASSIFIED STRAIGHT-TIME RATES FOR THE WORK PERFORMED ON SUCH HOLIDAY	$ 47.17	21.31
LINE CONSTRUCTION: LINEMAN (DEFIANCE, FULTON, HANCOCK, HENRY, HURON, LUCAS, OTTAWA, PAULDING, PUTNAM, SANDUSKY, SENECA, WILLIAMS, AND WOOD COUNTIES) FOOTNOTE: A. 6 OBSERVED HOLIDAYS: NEW YEAR'S DAY; MEMORIAL DAY; INDEPENDENCE DAY; LABOR DAY; THANKSGIVING DAY; & CHRISTMAS DAY. EMPLOYEES WHO WORK ON A HOLIDAY SHALL BE PAID AT A RATE OF DOUBLE THEIR APPLICABLE CLASSIFIED STRAIGHT-TIME RATES FOR THE WORK PERFORMED ON SUCH HOLIDAY	$ 46.87	21.22
LINE CONSTRUCTION: OPERATOR - CLASS 1 (DEFIANCE, FULTON, HANCOCK, HENRY, HURON, LUCAS, OTTAWA, PAULDING, PUTNAM, SANDUSKY, SENECA, WILLIAMS, AND WOOD COUNTIES) FOOTNOTE: A. 6 OBSERVED HOLIDAYS: NEW YEAR'S DAY; MEMORIAL DAY; INDEPENDENCE DAY; LABOR DAY; THANKSGIVING DAY; & CHRISTMAS DAY. EMPLOYEES WHO WORK ON A HOLIDAY SHALL BE PAID AT A RATE OF DOUBLE THEIR APPLICABLE CLASSIFIED STRAIGHT-TIME RATES FOR THE WORK PERFORMED ON SUCH HOLIDAY	$ 37.50	18.60
LINE CONSTRUCTION: OPERATOR - CLASS 2 (DEFIANCE, FULTON, HANCOCK, HENRY, HURON, LUCAS, OTTAWA, PAULDING, PUTNAM, SANDUSKY, SENECA, WILLIAMS, AND WOOD COUNTIES) FOOTNOTE: A. 6 OBSERVED HOLIDAYS: NEW YEAR'S DAY; MEMORIAL DAY; INDEPENDENCE DAY; LABOR DAY; THANKSGIVING DAY; & CHRISTMAS DAY. EMPLOYEES WHO WORK ON A HOLIDAY SHALL BE PAID AT A RATE OF DOUBLE THEIR APPLICABLE CLASSIFIED STRAIGHT-TIME RATES FOR THE WORK PERFORMED ON SUCH HOLIDAY	$ 32.81	17.29
LINE CONSTRUCTION: TRAFFIC SIGNAL & LIGHTING TECHNICIAN (DEFIANCE, FULTON, HANCOCK, HENRY, HURON, LUCAS, OTTAWA, PAULDING, PUTNAM, SANDUSKY, SENECA, WILLIAMS, AND WOOD COUNTIES) FOOTNOTE: A. 6 OBSERVED HOLIDAYS: NEW YEAR'S DAY; MEMORIAL DAY; INDEPENDENCE DAY; LABOR DAY; THANKSGIVING DAY; & CHRISTMAS DAY. EMPLOYEES WHO WORK ON A HOLIDAY SHALL BE PAID AT A RATE OF DOUBLE THEIR APPLICABLE CLASSIFIED STRAIGHT-TIME RATES FOR THE WORK PERFORMED ON SUCH HOLIDAY	$ 42.18	19.91

ELEC0245-004 01/01/2025

	Rates	Fringes
LINE CONSTRUCTION: CABLE SPLICER (ERIE COUNTY) FOOTNOTE: A. 6 OBSERVED HOLIDAYS: NEW YEAR'S DAY; MEMORIAL DAY; INDEPENDENCE DAY; LABOR DAY; THANKSGIVING DAY; & CHRISTMAS DAY. EMPLOYEES WHO WORK ON A HOLIDAY SHALL BE PAID AT A RATE OF DOUBLE THEIR APPLICABLE CLASSIFIED STRAIGHT-TIME RATES FOR THE WORK PERFORMED ON SUCH HOLIDAY	$ 53.90	23.19
LINE CONSTRUCTION: GROUNDMAN/TRUCK DRIVER (ERIE COUNTY) FOOTNOTE: A. 6 OBSERVED HOLIDAYS: NEW YEAR'S DAY; MEMORIAL DAY; INDEPENDENCE DAY; LABOR DAY; THANKSGIVING DAY; & CHRISTMAS DAY. EMPLOYEES WHO WORK ON A HOLIDAY SHALL BE PAID AT A RATE OF DOUBLE THEIR APPLICABLE CLASSIFIED STRAIGHT-TIME RATES FOR THE WORK PERFORMED ON SUCH HOLIDAY	$ 20.51	13.84
LINE CONSTRUCTION: LINEMAN (ERIE COUNTY) FOOTNOTE: A. 6 OBSERVED HOLIDAYS: NEW YEAR'S DAY; MEMORIAL DAY; INDEPENDENCE DAY; LABOR DAY; THANKSGIVING DAY; & CHRISTMAS DAY. EMPLOYEES WHO WORK ON A HOLIDAY SHALL BE PAID AT A RATE OF DOUBLE THEIR APPLICABLE CLASSIFIED STRAIGHT-TIME RATES FOR THE WORK PERFORMED ON SUCH HOLIDAY	$ 46.87	21.22
LINE CONSTRUCTION: OPERATOR - CLASS 1 (ERIE COUNTY) FOOTNOTE: A. 6 OBSERVED HOLIDAYS: NEW YEAR'S DAY; MEMORIAL DAY; INDEPENDENCE DAY; LABOR DAY; THANKSGIVING DAY; & CHRISTMAS DAY. EMPLOYEES WHO WORK ON A HOLIDAY SHALL BE PAID AT A RATE OF DOUBLE THEIR APPLICABLE CLASSIFIED STRAIGHT-TIME RATES FOR THE WORK PERFORMED ON SUCH HOLIDAY	$ 37.50	18.60
LINE CONSTRUCTION: OPERATOR - CLASS 2 (ERIE COUNTY) FOOTNOTE: A. 6 OBSERVED HOLIDAYS: NEW YEAR'S DAY; MEMORIAL DAY; INDEPENDENCE DAY; LABOR DAY; THANKSGIVING DAY; & CHRISTMAS DAY. EMPLOYEES WHO WORK ON A HOLIDAY SHALL BE PAID AT A RATE OF DOUBLE THEIR APPLICABLE CLASSIFIED STRAIGHT-TIME RATES FOR THE WORK PERFORMED ON SUCH HOLIDAY	$ 32.81	17.29

ELEC0246-001 10/28/2024

	Rates	Fringes
ELECTRICIAN (CARROLL, COLUMBIANA, HARRISON AND JEFFERSON COUNTIES IN OHIO; BROOKE AND HANCOCK COUNTIES IN WEST VIRGINIA.) FOOTNOTE: A. 1 1/2 PAID HOLIDAYS: THE LAST SCHEDULED WORKDAY PRIOR TO CHRISTMAS & 4 HOURS ON GOOD FRIDAY	$ 44.00	37.68

ELEC0306-005 05/27/2024

	Rates	Fringes
CABLE SPLICER (MEDINA (BRUNSWICK, CHATHAM, GRANGER, GUILFORD, HARRISVILLE, HINCKLEY, HOMER, LAFAYETTE, MEDINA, MONTVILLE, SHARON, SPENCER, WADSWORTH, WESTFIELD & YORK TOWNSHIPS), PORTAGE (ATWATER, AURORA, BRIMFIELD, DEERFIELD, FRANKLIN, MANTUA, RANDOLPH, RAVENNA, ROOTSTOWN, SHALERSVILLE, STREETSBORO & SUFFIELD TOWNSHIPS), SUMMIT & WAYNE (BAUGHMAN, CANAAN, CHESTER, CHIPPEWA, CONGRESS, GREEN, MILTON, & WAYNE TOWNSHIPS))	$ 46.81	20.95
ELECTRICIAN (MEDINA (BRUNSWICK, CHATHAM, GRANGER, GUILFORD, HARRISVILLE, HINCKLEY, HOMER, LAFAYETTE, MEDINA, MONTVILLE, SHARON, SPENCER, WADSWORTH, WESTFIELD & YORK TOWNSHIPS), PORTAGE (ATWATER, AURORA, BRIMFIELD, DEERFIELD, FRANKLIN, MANTUA, RANDOLPH, RAVENNA, ROOTSTOWN, SHALERSVILLE, STREETSBORO & SUFFIELD TOWNSHIPS), SUMMIT & WAYNE (BAUGHMAN, CANAAN, CHESTER, CHIPPEWA, CONGRESS, GREEN, MILTON, & WAYNE TOWNSHIPS))	$ 42.55	20.95

ELEC0317-002 06/02/2025

	Rates	Fringes
CABLE SPLICER (GALLIA & LAWRENCE)	$ 32.68	18.13
ELECTRICIAN (GALLIA & LAWRENCE)	$ 41.15	29.35

ELEC0540-005 06/30/2025

	Rates	Fringes
ELECTRICIAN (CARROLL (NORTHERN HALF, INCLUDING FOX,		

HARRISON, ROSE & WASHINGTON TOWNHSHIPS), COLUMBIANA (KNOX TOWNSHIP), HOLMES, MAHONING (SMITH TOWNSHIP), STARK, TUSCARAWAS (NORTH OF AUBURN, CLAY, RUSH & YORK TOWNSHIPS), AND WAYNE (SOUTH OF BAUGHMAN, CHESTER, GREEN & WAYNE TOWNSHIPS) COUNTIES).....$ 39.86 29.19

ELEC0573-003 06/01/2025

	Rates	Fringes
ELECTRICIAN (ASHTABULA (COLEBROOK, WAYNE, WILLIAMSFIELD, ORWELL & WINDSOR TOWNSHIPS), GEAUGA (AUBURN, MIDDLEFIELD, PARKMAN & TROY TOWNSHIPS), MAHONING (MILTON TOWNSHIP), PORTAGE (CHARLESTOWN, EDINBURG, FREEDOM, HIRAM, NELSON, PALMYRA, PARIS & WINDHAM TOWNSHIPS), AND TRUMBULL (EXCEPT LIBERTY & HUBBARD TOWNSHIPS))	$ 42.20	23.37

ELEC0575-001 05/29/2023

	Rates	Fringes
ELECTRICIAN (ADAMS, FAYETTE, HIGHLAND, HOCKING, JACKSON (BLOOMFIELD, FRANKLIN, HAMILTON, JEFFERSON, LICK, MADISON, SCIOTO, COAL, JACKSON, LIBERTY, MILTON & WASHINGTON TOWNSHIPS), PICKAWAY (DEER CREEK, PERRY, PICKAWAY, SALT CREEK & WAYNE TOWNSHIPS), PIKE (BEAVER, BENTON, JACKSON, MIFFLIN, PEBBLE, PEEPEE, PERRY, SEAL, CAMP CREEK, NEWTON, SCIOTO, SUNFISH, UNION & MARION TOWNSHIPS), ROSS, SCIOTO & VINTON (CLINTON, EAGLE, ELK, HARRISON, JACKSON, RICHLAND & SWAN TOWNSHIPS))	$ 37.00	22.26

ELEC0648-001 09/01/2025

	Rates	Fringes
CABLE SPLICER (BUTLER AND WARREN COUNTIES (DEERFIELD, HAMILTON, HARLAN, MASSIE, SALEM, TURTLE CREEK, UNION & WASHINGTON TOWNSHIPS))	$ 30.50	18.23
ELECTRICIAN (BUTLER AND WARREN COUNTIES (DEERFIELD, HAMILTON, HARLAN, MASSIE, SALEM, TURTLE CREEK, UNION & WASHINGTON TOWNSHIPS))	$ 38.00	24.16

ELEC0673-004 05/26/2025

	Rates	Fringes
CABLE SPLICER (ASHTABULA (EXCLUDING ORWELL, COLEBROOK, WILLIAMSFIELD, WAYNE & WINDSOR TOWNSHIPS), GEAUGA (BURTON, CHARDON, CLARIDON, HAMBDEN, HUNTSBURG, MONTVILLE, MUNSON, NEWBURY & THOMPSON TOWNSHIPS) AND LAKE COUNTIES)	$ 33.81	21.47
ELECTRICIAN (ASHTABULA (EXCLUDING ORWELL, COLEBROOK, WILLIAMSFIELD, WAYNE & WINDSOR TOWNSHIPS), GEAUGA (BURTON, CHARDON, CLARIDON, HAMBDEN, HUNTSBURG, MONTVILLE, MUNSON, NEWBURY & THOMPSON TOWNSHIPS) AND LAKE COUNTIES)	$ 41.17	24.58

ELEC0683-002 06/02/2025

	Rates	Fringes
CABLE SPLICER (CHAMPAIGN, CLARK, DELAWARE, FAIRFIELD, FRANKLIN, MADISON, PICKAWAY (CIRCLEVILLE, DARBY, HARRISON, JACKSON, MADISON, MONROE, MUHLENBERG, SCIOTO, WALNUT & WASHINGTON TOWNSHIPS), AND UNION COUNTIES)	$ 44.00	26.40
ELECTRICIAN (CHAMPAIGN, CLARK, DELAWARE, FAIRFIELD, FRANKLIN, MADISON, PICKAWAY (CIRCLEVILLE, DARBY, HARRISON, JACKSON, MADISON, MONROE, MUHLENBERG, SCIOTO, WALNUT & WASHINGTON TOWNSHIPS), AND UNION COUNTIES)	$ 43.00	26.37

ELEC0688-003 05/30/2022

	Rates	Fringes
ELECTRICIAN (ASHLAND, CRAWFORD, HURON (RICHMOND, NEW HAVEN, RIPLEY & GREENWICH TOWNSHIPS), KNOX (LIBERTY, CLINTON, UNION, HOWARD, MONROE, MIDDLEBERRY, MORRIS, WAYNE, BERLIN, PIKE, BROWN & JEFFERSON TOWNSHIPS), MARION, MORROW, RICHLAND AND WYANDOT (SYCAMORE, CRANE, EDEN, PITT, ANTRIM & TYMOCHTEE TOWNSHIPS) COUNTIES)	$ 32.30	21.83

ELEC0972-002 06/01/2024

	Rates	Fringes
CABLE SPLICER (ATHENS, MEIGS, MONROE, MORGAN, NOBLE, VINTON (BROWN, KNOX, MADISON, VINTON & WILKESVILLE TOWNSHIPS), AND WASHINGTON COUNITES)	$ 40.25	33.33
ELECTRICIAN (ATHENS, MEIGS, MONROE, MORGAN, NOBLE, VINTON (BROWN, KNOX, MADISON, VINTON & WILKESVILLE TOWNSHIPS), AND WASHINGTON COUNITES)	$ 40.00	33.32

ELEC1105-001 05/27/2024

	Rates	Fringes
ELECTRICIAN (COSHOCTON, GUERNSEY, KNOX (JACKSON, CLAY, MORGAN, MILLER, MILFORD, HILLIAR, BUTLER, HARRISON, PLEASANT & COLLEGE TOWNSHIPS), LICKING, MUSKINGUM, PERRY, AND TUSCARAWAS (AUBURN, YORK, CLAY, JEFFERSON, RUSH, OXFORD, WASHINGTON, SALEM, PERRY & BUCKS TOWNSHIPS) COUNTIES)	$ 39.60	24.41

ENGI0018-003 05/01/2024

	Rates	Fringes
POWER EQUIPMENT OPERATOR: GROUP 1- AIR COMPRESSOR ON STEEL ERECTION; BARRIER MOVING MACHINE; BOILER OPERATOR ON COMPRESSOR OR GENERATOR WHEN MOUNTED ON A RIG; CABLEWAY; COMBINATION CONCRETE MIXER & TOWER; CONCRETE PLANT (OVER 4 YD. CAPACITY); CONCRETE PUMP; CRANE (ALL TYPES, INCLUDING BOOM TRUCK, CHERRY PICKER); CRANE-COMPACT, TRACK OR RUBBER OVER 4,000 LBS. CAPACITY; CRANES-SELF ERECTING, STATIONARY, TRACK OR TRUCK (ALL CONFIGURATIONS); DERRICK; DRAGLINE; DREDGE (DIPPER, CLAM OR SUCTION); ELEVATING GRADER OR EUCLID LOADER; FLOATING EQUIPMENT (ALL TYPES); GRADALL; HELICOPTER CREW (OPERATOR-HOIST OR WINCH); HOE (ALL TYPES); HOISTING ENGINE ON SHAFT OR TUNNEL WORK; HYDRAULIC GANTRY (LIFTING SYSTEM); INDUSTRIAL-TYPE TRACTOR; JET ENGINE DRYER (D8 OR D9) DIESEL TRACTOR; LOCOMOTIVE (STANDARD GAUGE); MAINTENANCE OPERATOR CLASS A; MIXER, PAVING (SINGLE OR DOUBLE DRUM); MUCKING MACHINE; MULTIPLE SCRAPER; PILEDRIVING MACHINE (ALL TYPES); POWER SHOVEL; PRENTICE LOADER; QUAD 9 (DOUBLE PUSHER); RAIL TAMPER (WITH AUTO LIFTING & ALIGNING DEVICE); REFRIGERATING MACHINE (FREEZER OPERATION); ROTARY DRILL, ON CAISSON WORK; ROUGH TERRAIN FORK LIFT WITH WINCH/HOIST; SIDE-BOOM; SLIP-FORM PAVER; TOWER DERRICK; TREE SHREDDER; TRENCH MACHINE (OVER 24"" WIDE); TRUCK MOUNTED CONCRETE PUMP; TUG BOAT; TUNNEL MACHINE AND/OR MINING MACHINE; WHEEL EXCAVATOR; AND ASPHALT PLANT ENGINEER (CLEVELAND DISTRICT ONLY). (ASHTABULA, CUYAHOGA, ERIE, GEAUGA, LAKE, LORAIN, MEDINA, PORTAGE, AND SUMMIT COUNTIES)	$ 45.63	16.41
POWER EQUIPMENT OPERATOR: GROUP 2- ASPHALT PAVER; AUTOMATIC SUBGRADER MACHINE, SELF-PROPELLED (CMI TYPE); BOBCAT TYPE AND/OR SKID STEER LOADER WITH HOE ATTACHMENT GREATER THAN 7,000 LBS.; BORING MACHINE MORE THAN 48""; BULLDOZER; ENDLOADER; HORIZONTAL DIRECTIONAL DRILL (OVER 50,000 FT LBS THRUST); HYDRO MILLING MACHINE; KOLMAN-TYPE LOADER (PRODUCTION TYPE-DIRT); LEAD GREASEMAN; LIGHTING & TRAFFIC SIGNAL INSTALLATION EQUIPMENT (INCLUDES ALL GROUPS OR CLASSIFICATIONS); MATERIAL TRANSFER EQUIPMENT (SHUTTLE BUGGY) ASPHALT; PETTIBONE-RAIL EQUIPMENT; POWER GRADER; POWER SCRAPER; PUSH CAT; ROTOMILL (ALL), GRINDERS & PLANERS OF ALL TYPES; TRENCH MACHINE (24"" WIDE & UNDER); VERMEER TYPE CONCRETE SAW; AND MAINTENANCE OPERATORS (PORTAGE AND SUMMIT COUNTIES ONLY). (ASHTABULA, CUYAHOGA, ERIE, GEAUGA, LAKE, LORAIN, MEDINA, PORTAGE, AND SUMMIT COUNTIES)	$ 45.53	16.41
POWER EQUIPMENT OPERATOR: GROUP 3- A-FRAME; AIR COMPRESSOR ON TUNNEL WORK (LOW PRESSURE); ASPHALT PLANT ENGINEER (PORTAGE AND SUMMIT COUNTIES ONLY); BOBCAT-TYPE AND/OR SKID STEER LOADER WITH OR WITHOUT ATTACHMENTS; HIGHWAY DRILLS (ALL TYPES); LOCOMOTIVE (NARROW GAUGE); MATERIAL HOIST/ELEVATOR; MIXER, CONCRETE (MORE THAN ONE BAG CAPACITY); MIXER, ONE BAG CAPACITY (SIDE LOADER); POWER BOILER		

(OVER 15 LBS. PRESSURE) PUMP OPERATOR INSTALLING & OPERATING WELL POINTS; PUMP (4"" & OVER DISCHARGE); ROLLER, ASPHALT; ROTOVATOR (LIME SOIL STABILIZER); SWITCH & TIE TAMPERS (WITHOUT LIFTING & ALIGNING DEVICE); UTILITY OPERATOR (SMALL EQUIPMENT); WELDING MACHINES; AND RAILROAD TIE INSERTER/REMOVER; ARTICULATING/STRAIGHT BED END DUMPS IF ASSIGNED (MINUS $4.00 PER HOUR. (ASHTABULA, CUYAHOGA, ERIE, GEAUGA, LAKE, LORAIN, MEDINA, PORTAGE, AND SUMMIT COUNTIES).....$ 44.49 16.41

POWER EQUIPMENT OPERATOR: GROUP 4- BACKFILLER; BALLAST RE-LOCATOR; BARS, JOINT & MESH INSTALLING MACHINE; BATCH PLANT; BORING MACHINE OPERATOR (48"" OR LESS); BULL FLOATS; BURLAP & CURING MACHINE; CONCRETE PLANT (CAPACITY 4 YD. & UNDER); CONCRETE SAW (MULTIPLE); CONVEYOR (HIGHWAY); CRUSHER; DECKHAND; FARM-TYPE TRACTOR WITH ATTACHMENTS (HIGHWAY); FINISHING MACHINE; FIREPERSON, FLOATING EQUIPMENT (ALL TYPES); FORKLIFT; FORM TRENCHER; HYDRO HAMMER EXPECT MASONARY; HYDRO SEEDER; PAVEMENT BREAKER; PLANT MIXER; POST DRIVER; POST HOLE DIGGER (POWER AUGER); POWER BRUSH BURNER; POWER FORM HANDLING EQUIPMENT; ROAD WIDENING TRENCHER; ROLLER (BRICK, GRADE & MACADAM); SELF-PROPELLED POWER SPREADER; SELF-PROPELLED POWER SUBGRADER; STEAM FIREPERSON; TRACTOR (PULLING SHEEPFOOT, ROLLER OR GRADER); AND VIBRATORY COMPACTOR WITH INTEGRAL POWER. (ASHTABULA, CUYAHOGA, ERIE, GEAUGA, LAKE, LORAIN, MEDINA, PORTAGE, AND SUMMIT COUNTIES).....$ 43.27 16.41

POWER EQUIPMENT OPERATOR: GROUP 5- COMPRESSOR (PORTABLE, SEWER, HEAVY & HIGHWAY); DRUM FIREPERSON (ASPHALT PLANT); GENERATOR; MASONRY FORK LIFT; INBOARD-OUTBOARD MOTOR BOAT LAUNCH; OIL HEATER (ASPHALT PLANT); OILER/HELPER; POWER DRIVEN HEATER; POWER SWEEPER & SCRUBBER; PUMP (UNDER 4"" DISCHARGE); SIGNALPERSON; TIRE REPAIRPERSON; VAC/ALLS; CRANES - COMPACT, TRACK OR RUBBER UNDER 4,000 POUND CAPACITY; FUELING AND GREASING; AND CHAINMEN. (ASHTABULA, CUYAHOGA, ERIE, GEAUGA, LAKE, LORAIN, MEDINA, PORTAGE, AND SUMMIT COUNTIES).$ 37.98 16.41

POWER EQUIPMENT OPERATOR: GROUP 6- MASTER MECHANIC & BOOM FROM 150 TO 180. (ASHTABULA, CUYAHOGA, ERIE, GEAUGA, LAKE, LORAIN, MEDINA, PORTAGE, AND SUMMIT COUNTIES).....$ 46.63 16.41

POWER EQUIPMENT OPERATOR: GROUP 7- BOOM FROM 180 AND OVER. (ASHTABULA, CUYAHOGA, ERIE, GEAUGA, LAKE, LORAIN, MEDINA, PORTAGE, AND SUMMIT COUNTIES).$ 46.63 16.41

ENGI0018-004 05/01/2024

	Rates	Fringes

POWER EQUIPMENT OPERATOR: GROUP 1- AIR COMPRESSOR ON STEEL ERECTION; BARRIER MOVING MACHINE; BOILER OPERATOR ON COMPRESSOR OR GENERATOR WHEN MOUNTED ON A RIG; CABLEWAY; COMBINATION CONCRETE MIXER & TOWER; CONCRETE PLANT (OVER 4 YD. CAPACITY); CONCRETE PUMP; CRANE (ALL TYPES, INCLUDING BOOM TRUCK, CHERRY PICKER); CRANE-COMPACT, TRACK OR RUBBER OVER 4,000 LBS. CAPACITY; CRANES-SELF-ERECTING, STATIONARY, TRACK OR TRUCK (ALL CONFIGURATIONS); DERRICK; DRAGLINE; DREDGE (DIPPER, CLAM OR SUCTION); ELEVATING GRADER OR EUCLID LOADER; FLOATING EQUIPMENT (ALL TYPES); GRADALL; HELICOPTER CREW (OPERATOR-HOIST OR WINCH); HOE (ALL TYPES); HOISTING ENGINE ON SHAFT OR TUNNEL WORK; HYDRAULIC GANTRY (LIFTING SYSTEM); INDUSTRIAL-TYPE TRACTOR; JET ENGINE DRYER (D8 OR D9) DIESEL TRACTOR; LOCOMOTIVE (STANDARD GAUGE); MAINTENANCE OPERATOR CLASS A; MIXER, PAVING 9SINGLE OR DOUBLE DRUM); MUCKING MACHINE; MULTIPLE SCRAPER; PILEDRIVING MACHINE (ALL TYPES); POWER SHOVEL; PRENTICE LOADER; QUAD 9 (DOUBLE PUSHER); RAIL TAMPER (WITH AUTO LIFTING & ALIGNING DEVICE); REFRIGERATING MACHINE (FREEZER OPERATORON); ROTARY DRILL, ON CAISSON WORK; ROUGH TERRAIN FORK LIFT WITH WINCH/HOIST; SIDE-BOOM; SLIP-FORM PAVER; TOWER DERRICK; TREE SHREDDER; TRENCH MACHINE (OVER 24' WIDE); TRUCK MOUNTED CONCRETE PUMP; TUG BOAT; TUNNEL MACHINE AND/OR MINING MACHINE; AND WHEEL EXCAVATOR. (ADAMS, ALLEN, ASHLAND, ATHENS,

AUGLAIZE, BELMONT, BROWN, BUTLER, CARROLL, CHAMPAIGN, CLARK, CLERMONT, CLINTON, COSHOCTON, CRAWFORD, DARKE, DEFIANCE, DELAWARE, FAIRFIELD, FAYETTE, FRANKLIN, FULTON, GALLIA, GREENE, GUERNSEY, HAMILTON, HANCOCK, HARDIN, HARRISON, HENRY, HIGHLAND, HOCKING, HOLMES, HURON, JACKSON, JEFFERSON, KNOX, LAWRENCE, LICKING, LOGAN, LUCAS, MADISON, MARION, MEIGS, MERCER, MIAMI, MONROE, MONTGOMERY, MORGAN, MORROW, MUSKINGUM, NOBLE, OTTAWA, PAULDING, PERRY, PICKAWAY, PIKE, PREBLE, PTNAM, RICHLAND, ROSS, SANDUSKY, SCIOTO, SENECA, SHELBY, STARK, TUSCARAWAS, UNION, VAN WERT, VINTON, WARREN, WASHINGTON, WAYNE, WILLIAMS, WOOD, AND YANDOT COUNTIES).....$ 44.14 16.41

POWER EQUIPMENT OPERATOR: GROUP 2- ASPHALT PAVER; AUTOMATIC SUBGRADER MACHINE, SELF-PROPELLED (CMI TYPE); BOBCAT TYPE AND/OR SKID STEER LOADER WITH HOE ATTACHMENT GREATER THAN 7,000 LBS.; BORING MACHINE MRE THAN 48""; BULLDOZER; ENDLOADER; HYDRO MILLING MACHINE; HORIZONTAL DIRECTIONAL DRILL (OVER 50,000 FT. LBS. THURUST); KOLMAN-TYPE LOADER (PRODUCTION TYPE-DIRT); LEAD GREASEMAN; LIGHTING & TRAFFIC SIGNAL INSTALLATION EQUIPMENT (INCLUDES ALL GROUPS OR CLASSIFICATIONS); MATERIAL TRANSFER EQUIPMENT (SHUTTLE BUGGY); ASHPHALT; PETTIBONE-RAIL EQUIPMENT; POWER GRADER; POWER SCRAPER; PUSH CAT; ROTOMILL (ALL), GRINDERS & PLANERS OF ALL TYPES; TRENCH MACHINE (24' WIDE & UNDER); AND VERMEER TYPE CONCRETE SAW. (ADAMS, ALLEN, ASHLAND, ATHENS, AUGLAIZE, BELMONT, BROWN, BUTLER, CARROLL, CHAMPAIGN, CLARK, CLERMONT, CLINTON, COSHOCTON, CRAWFORD, DARKE, DEFIANCE, DELAWARE, FAIRFIELD, FAYETTE, FRANKLIN, FULTON, GALLIA, GREENE, GUERNSEY, HAMILTON, HANCOCK, HARDIN, HARRISON, HENRY, HIGHLAND, HOCKING, HOLMES, HURON, JACKSON, JEFFERSON, KNOX, LAWRENCE, LICKING, LOGAN, LUCAS, MADISON, MARION, MEIGS, MERCER, MIAMI, MONROE, MONTGOMERY, MORGAN, MORROW, MUSKINGUM, NOBLE, OTTAWA, PAULDING, PERRY, PICKAWAY, PIKE, PREBLE, PTNAM, RICHLAND, ROSS, SANDUSKY, SCIOTO, SENECA, SHELBY, STARK, TUSCARAWAS, UNION, VAN WERT, VINTON, WARREN, WASHINGTON, WAYNE, WILLIAMS, WOOD, AND YANDOT COUNTIES).....$ 44.02 16.41

POWER EQUIPMENT OPERATOR: GROUP 3- A-FRAME; AIR COMPRESSOR ON TUNNEL WORK (LOW PRESSURE); ASPHALT PLANT ENGINEER; BOBCAT-TYPE AND/OR SKID STEER LOADER WITH OR WITHOUT ATTACHMENTS; HIGHWAY DRILLS (ALL TYPES); LOCOMOTIVE (NARROW GAUGE); MATERIAL HOIST/ELEVATOR; MIXER, CONCRETE (MORE THAN ONE BAG CAPACITY); MIXER, ONE BAG CAPACITY (SIDE LOADER); POWER BOILER (OVER 15 LBS. PRESSURE) PUMP OPERATOR INSTALLING & OPERATING WELL POINTS; PUMP (4' & OVER DISCHARGE); RAILROAD TIE INSERTER/REMOVER; ROLLER, ASPHALT; ROTOVATOR (LIME SOIL STABILIZER); SWITCH & TIE TAMPERS (WITHOUT LIFTING & ALIGNING DEVICE); UTILITY OPERATOR (SMALL EQUIPMENT); AND WELDING MACHINES: ARTICULATING/STRAIGHT BED END DUMPS IF ASSIGNED (MINUS $4.00 PER HOUR). (ADAMS, ALLEN, ASHLAND, ATHENS, AUGLAIZE, BELMONT, BROWN, BUTLER, CARROLL, CHAMPAIGN, CLARK, CLERMONT, CLINTON, COSHOCTON, CRAWFORD, DARKE, DEFIANCE, DELAWARE, FAIRFIELD, FAYETTE, FRANKLIN, FULTON, GALLIA, GREENE, GUERNSEY, HAMILTON, HANCOCK, HARDIN, HARRISON, HENRY, HIGHLAND, HOCKING, HOLMES, HURON, JACKSON, JEFFERSON, KNOX, LAWRENCE, LICKING, LOGAN, LUCAS, MADISON, MARION, MEIGS, MERCER, MIAMI, MONROE, MONTGOMERY, MORGAN, MORROW, MUSKINGUM, NOBLE, OTTAWA, PAULDING, PERRY, PICKAWAY, PIKE, PREBLE, PTNAM, RICHLAND, ROSS, SANDUSKY, SCIOTO, SENECA, SHELBY, STARK, TUSCARAWAS, UNION, VAN WERT, VINTON, WARREN, WASHINGTON, WAYNE, WILLIAMS, WOOD, AND YANDOT COUNTIES).....$ 42.98 16.41

POWER EQUIPMENT OPERATOR: GROUP 4- BACKFILLER; BALLAST RE-LOCATOR; BARS, JOINT & MESH INSTALLING MACHINE; BATCH PLANT; BORING MACHINE OPERATOR (48' OR LESS); BULL FLOATS; BURLAP & CURING MACHINE; CONCRETE PLANT (CAPACITY 4 YD. & UNDER); CONCRETE SAW (MULTIPLE); CONVEYOR (HIGHWAY); CRUSHER; DECKHAND; FARM-TYPE TRACTOR WITH ATTACHMENTS (HIGHWAY); FINISHING MACHINE; FIREPERSON, FLOATING EQUIPMENT (ALL TYPES); FORK LIFT; FORM TRENCHER;

HYDRO HAMMER EXCEPT MASONARY; HYDRO SEEDER;
PAVEMENT BREAKER; PLANT MIXER; POST DRIVER; POST
HOLE DIGGER (POWER AUGER); POWER BRUSH BURNER;
POWER FORM HANDLING EQUIPMENT; ROAD WIDENING
TRENCHER; ROLLER (BRICK, GRADE, & MACADAM);
SELF-PROPELLED POWER SPREADER; SELF-PROPELLED POWER
SUBGRADER; STEAM FIREPERSON; TRACTOR (PULLING
SHEEPFOOT, ROLLER OR GRADER); AND VIBRATORY
COMPACTOR WITH INTEGRAL POWER. (ADAMS, ALLEN,
ASHLAND, ATHENS, AUGLAIZE, BELMONT, BROWN, BUTLER,
CARROLL, CHAMPAIGN, CLARK, CLERMONT, CLINTON,
COSHOCTON, CRAWFORD, DARKE, DEFIANCE, DELAWARE,
FAIRFIELD, FAYETTE, FRANKLIN, FULTON, GALLIA,
GREENE, GUERNSEY, HAMILTON, HANCOCK, HARDIN,
HARRISON, HENRY, HIGHLAND, HOCKING, HOLMES, HURON,
JACKSON, JEFFERSON, KNOX, LAWRENCE, LICKING, LOGAN,
LUCAS, MADISON, MARION, MEIGS, MERCER, MIAMI,
MONROE, MONTGOMERY, MORGAN, MORROW, MUSKINGUM,
NOBLE, OTTAWA, PAULDING, PERRY, PICKAWAY, PIKE,
PREBLE, PTNAM, RICHLAND, ROSS, SANDUSKY, SCIOTO,
SENECA, SHELBY, STARK, TUSCARAWAS, UNION, VAN WERT,
VINTON, WARREN, WASHINGTON, WAYNE, WILLIAMS, WOOD,
AND YANDOT COUNTIES).....$ 41.80 16.41
POWER EQUIPMENT OPERATOR: GROUP 5- COMPRESSOR
(PORTABLE, SEWER, HEAVY & HIGHWAY); DRUM FIREPERSON
(ASPHALT PLANT); GENERATOR; MASONARY FORKLIFT;
INBOARD-OUTBOARD MOTOR BOAT LAUNCH; OIL HEATER
(ASPHALT PLANT); OILER/HELPER; POWER DRIVEN HEATER;
POWER SWEEPER & SCRUBBER; PUMP (UNDER 4'
DISCHARGE); SIGNALPERSON; TIRE REPAIRPERSON;
VAC/ALLS; CRANES-COMPACT, TRACK OR RUBBER UNDER
4,000 POUND CAPACITY; FUELING AND GREASING; AND
CHAINMEN. (ADAMS, ALLEN, ASHLAND, ATHENS, AUGLAIZE,
BELMONT, BROWN, BUTLER, CARROLL, CHAMPAIGN, CLARK,
CLERMONT, CLINTON, COSHOCTON, CRAWFORD, DARKE,
DEFIANCE, DELAWARE, FAIRFIELD, FAYETTE, FRANKLIN,
FULTON, GALLIA, GREENE, GUERNSEY, HAMILTON,
HANCOCK, HARDIN, HARRISON, HENRY, HIGHLAND,
HOCKING, HOLMES, HURON, JACKSON, JEFFERSON, KNOX,
LAWRENCE, LICKING, LOGAN, LUCAS, MADISON, MARION,
MEIGS, MERCER, MIAMI, MONROE, MONTGOMERY, MORGAN,
MORROW, MUSKINGUM, NOBLE, OTTAWA, PAULDING, PERRY,
PICKAWAY, PIKE, PREBLE, PTNAM, RICHLAND, ROSS,
SANDUSKY, SCIOTO, SENECA, SHELBY, STARK,
TUSCARAWAS, UNION, VAN WERT, VINTON, WARREN,
WASHINGTON, WAYNE, WILLIAMS, WOOD, AND YANDOT
COUNTIES).....$ 36.34 16.41
POWER EQUIPMENT OPERATOR: GROUP 6- MASTER MECHANIC
& BOOM FROM 150 TO 180. (ADAMS, ALLEN, ASHLAND,
ATHENS, AUGLAIZE, BELMONT, BROWN, BUTLER, CARROLL,
CHAMPAIGN, CLARK, CLERMONT, CLINTON, COSHOCTON,
CRAWFORD, DARKE, DEFIANCE, DELAWARE, FAIRFIELD,
FAYETTE, FRANKLIN, FULTON, GALLIA, GREENE,
GUERNSEY, HAMILTON, HANCOCK, HARDIN, HARRISON,
HENRY, HIGHLAND, HOCKING, HOLMES, HURON, JACKSON,
JEFFERSON, KNOX, LAWRENCE, LICKING, LOGAN, LUCAS,
MADISON, MARION, MEIGS, MERCER, MIAMI, MONROE,
MONTGOMERY, MORGAN, MORROW, MUSKINGUM, NOBLE,
OTTAWA, PAULDING, PERRY, PICKAWAY, PIKE, PREBLE,
PTNAM, RICHLAND, ROSS, SANDUSKY, SCIOTO, SENECA,
SHELBY, STARK, TUSCARAWAS, UNION, VAN WERT, VINTON,
WARREN, WASHINGTON, WAYNE, WILLIAMS, WOOD, AND
YANDOT COUNTIES).....$ 45.14 16.41
POWER EQUIPMENT OPERATOR: GROUP 7- BOOM FROM 180
AND OVER. (ADAMS, ALLEN, ASHLAND, ATHENS, AUGLAIZE,
BELMONT, BROWN, BUTLER, CARROLL, CHAMPAIGN, CLARK,
CLERMONT, CLINTON, COSHOCTON, CRAWFORD, DARKE,
DEFIANCE, DELAWARE, FAIRFIELD, FAYETTE, FRANKLIN,
FULTON, GALLIA, GREENE, GUERNSEY, HAMILTON,
HANCOCK, HARDIN, HARRISON, HENRY, HIGHLAND,
HOCKING, HOLMES, HURON, JACKSON, JEFFERSON, KNOX,
LAWRENCE, LICKING, LOGAN, LUCAS, MADISON, MARION,
MEIGS, MERCER, MIAMI, MONROE, MONTGOMERY, MORGAN,
MORROW, MUSKINGUM, NOBLE, OTTAWA, PAULDING, PERRY,
PICKAWAY, PIKE, PREBLE, PTNAM, RICHLAND, ROSS,
SANDUSKY, SCIOTO, SENECA, SHELBY, STARK,
TUSCARAWAS, UNION, VAN WERT, VINTON, WARREN,
WASHINGTON, WAYNE, WILLIAMS, WOOD, AND YANDOT
COUNTIES).....$ 45.14 16.41

ENGI0066-023 06/01/2023

	Rates	Fringes
POWER EQUIPMENT OPERATOR: ALL OTHER WORK GROUP 1- RIG, PILE DRIVER OR CAISSON TYPE; & RIG, PILE HYDRAULIC UNIT ATTACHED. (COLUMBIANA, MAHONING & TRUMBULL COUNTIES)	$ 37.19	24.30
POWER EQUIPMENT OPERATOR: ALL OTHER WORK GROUP 2 - ASPHALT HEATER PLANER; BACKFILLER WITH DRAG ATTACHMENT; BACKHOE; BACKHOE WITH SHEAR ATTACHED; BACKHOE-REAR PIVOTAL SWING; BATCH PLANT-CENTRAL MIX CONCRETE; BATCH PLANT, PORTABLE CONCRETE; BERM BUILDER-AUTOMATIC; BOAT DERRICK; BOAT-TUG; BORING MACHINE ATTACHED TO TRACTOR; BULLCLAM; VULLDOZER; C.M.I. ROAD BUILDER & SIMILAR TYPE; CABLE PLACER &LATYER; CARRIER-STRADDLE; CARRYALL-SCRAPER OR SCOPP; CHICAGO BOOM; COMPACTOR WITH BLAD ATTACHED; CONCRETE SAW (VERMEER OR SIMILAR TYPE); CONCRETE SPREADER FINISHER; COMBINATION, BIDWELL MACHINE; CRANE; CRANE-ELECTRIC OVERHEAD; CRANE-ROUGH TERRAIN; CRANE-SIDE BOOM; CRANE-TRUCK; CRANE-TOWER; DERRICK-BOOM; DERRICK-CAR; DIGGER -WHEEL (NOT TRENCHER OR ROAD WIDENER); DOUBLE NINE; DRAG LINE; DREDGE; DRILL-KENNY OR SIMILAR TYPE; EASY POUR MEDIAN BARRIER MACHINE (OR SIMILAR TYPE); ELECTROMATIC; FRANKIE PILE; GRADALL; GRADER; GURRY; SELF-PROPELLED; HEAVY EQUIPMENT ROBOTICS OPERATOR/MECHANIC; HOIST-MONORAIL; HOIST-STATIONARY & MOBILE TRACTOR; HOIST, 2 OR 3 DRUM; HORIZONTAL DIRECTIONAL DRILL OPERATOR; JACKALL; JUMBO MACHINE; KOCAL & KUHLMAN; LAND-SEAGOING VEHICLE; LOADER, ELEVATING; LOADER, FRONT END; LOADER, SKID STEER; LOCOMOTIVE; MECHANIC/WELDER; METRO CHIP HARVESTER WITH BOO; MUCKING MACHINE; PAVER-ASPHALT FINISHING MACHINE; PAVER-ROAD CONCRETE; PAVER-SLIP FORM (C.M.I. OR SIMILAR); PLACE CRETE MACHINE WITH BOOM; POST DRIVER (CARRIER MOUNTED); POWER DRIVEN HYDRAULIC PUMP & JACK (WHEN USED IN SLIP FORM OR LIFT SLAB CONSTRUCTION); PUMP CRETE MACHINE; REGULATOR-BALLAST; HYRAULIC POWER UNIT NOT ATTACHED TO RIG FOR PILE DRILLINGS; RIGS-DRILLING; ROTO MILL OR SIMILAR FULL LANE (8' WIDE & OVER); ROTO MILL OR SIMILAR TYPE (UNDER 8'); SHOVEL; SLIP FORM CURB MACHINE; SPEEDWING; SPIKEMASTER; STONECRUSHER; TIE PULLER & LOADER; TIE TAMPER; TRACTOR-DOUBLE BOOM; TRACTOR WITH ATTACHMENTS; TRUCK-BOOM; TRUCK-TIRE; TRENCH MACHINE; TUNNEL MACHINE (MARK 21 JAVA OR SIMILAR) & WHIRLEY (OR SIMILAR TYPE) (COLUMBIANA, MAHONING & TRUMBULL COUNTIES)	$ 36.92	24.30
POWER EQUIPMENT OPERATOR: ALL OTHER WORK GROUP 3 - ASPHALT PLANT; BENDING MACHINE (PIPELINE OR TYPE); BORING MACHINE, MOTOR DRIVEN; CHIP HARVESTER WITHOUT BOOM; CLEANING MACHINE, PIPELINE TYPE; COATING MACHINE, PIPELINE TYPE; COMPACTOR; CONCRETE BELT PLACER; CONCRETE FINISHER; CONCRETE PLANER OR ASPHALT; CONCRETE SPREADER; ELEVATOR; FORK LIFT (HOME BUILDING ONLY); FORK LIFT & LULLS; FORK LIFT WALK BEHIND (HOISTING OVER 1 BUCK HIGH); FORM LINE MACHINE; GREASE TRUCK OPERATOR; GROUT PUMP; GUNNITE MACHINE; HORIZONTAL DIRECTIONAL DRILL LOCATOR; SINGLE DRUM HOIST WITH OR WITHOUT TOWER; HUCK BOLTING MACHINE; HYDRAULIC SCAFFOLD (HOISTING BUILDING MATERIALS); PAVING BREAKER (SELF=PROPELLED OR RIDDEN); PIPE DREAM; POT FIREPERSON (POWER AGITATED); REFRIGERATION PLANT; ROAD WIDENER; ROLLER; SASGEN DERRICK; SEEDING MACHINE; SOIL STABILIZER (PUMP TYPE); SPRAY CURE MACHINE, SELF-PROPELLED; STRAW BLOWER MACHINE; SUB-GRADER; TUBE FINISHER OR BROOM C.M.I. OR SIMILAR TYPE; & TUGGER HOIST. (COLUMBIANA, MAHONING & TRUMBULL COUNTIES)	$ 32.06	24.30
POWER EQUIPMENT OPERATOR: ALL OTHER WORK GROUP 4 - AIR CURTAIN DESTRUCTOR & SIMILAR TYPE; BATCH PLANT-JOB RELATED; BOILER OPERATOR; COMPRESSOR; CONVEYOR; CURB BUILDER, SELF-PROPELLED; DRILL WAGON; GENERATOR SET; GENERATOR-STEAM; HEATER-PORTABLE POWER; HYDRAULIC MANIUPLATOR CRANE; JACK-HYDRAULIC POWER DRIVEN; JACK-HYARAULIC (RAILROAD); LADAVATOR; MINOR MACHINE OPERATOR; MIXER-CONCRETE; MULCHING MACHINE; PIN PULLER; POWER BROOM; PULVERIZER; PUMP; ROAD FINISHING MAHINC (PULL TYPE); SAW-CONCRETE-SELF-PROPELLED (HIGHWAY		

WORK); SIGNAL PERSON; SPRAY CURE MACHINE-MOTOR POWERED; STUMP CUTTER; TRACTOR; TRENCHER FORM; WATER BLASTER; STEAM JENNY; SYPHON; VIBRATOR-GASOLINE; & WELDING MACHINE. (COLUMBIANA, MAHONING & TRUMBULL COUNTIES).....$ 28.77 24.30

POWER EQUIPMENT OPERATOR: ALL OTHER WORK GROUP 5 - BRAKEPERSON; FIREPERSON; & OILER. (COLUMBIANA, MAHONING & TRUMBULL COUNTIES).....$ 25.94 24.30

POWER EQUIPMENT OPERATOR: ASBESTOS; HAZARDOUS/TOXIC WASTE PROJECTS GROUP 1 - A & B - RIG, PILE DRIVER OR CAISSON TYPE; & RIG, PILE HYDRAULIC UNIT ATTACHED. (COLUMBIANA, MAHONING & TRUMBULL COUNTIES).....$ 44.63 24.30

POWER EQUIPMENT OPERATOR: ASBESTOS; HAZARDOUS/TOXIC WASTE PROJECTS GROUP 2 - A & B - ASPHALT HEATER PLANER; BACKFILLER WITH DRAG ATTACHMENT; BACKHOE; BACKHOE WITH SHEAR ATTACHED; BACKHOE-REAR PIVOTAL SWING; BATCH PLANT-CENTRAL MIX CONCRETE; BATCH PLANT, PORTABLE CONCRETE; BERM BUILDER-AUTOMATIC; BOAT DERRICK; BOAT-TUG; BORING MACHINE ATTACHED TO TRACTOR; BULLCLAM; VULLDOZER; C.M.I. ROAD BUILDER & SIMILAR TYPE; CABLE PLACER &LATYER; CARRIER-STRADDLE; CARRYALL-SCRAPER OR SCOPP; CHICAGO BOOM; COMPACTOR WITH BLAD ATTACHED; CONCRETE SAW (VERMEER OR SIMILAR TYPE); CONCRETE SPREADER FINISHER; COMBINATION, BIDWELL MACHINE; CRANE; CRANE-ELECTRIC OVERHEAD; CRANE-ROUGH TERRAIN; CRANE-SIDE BOOM; CRANE-TRUCK; CRANE-TOWER; DERRICK-BOOM; DERRICK-CAR; DIGGER -WHEEL (NOT TRENCHER OR ROAD WIDENER); DOUBLE NINE; DRAG LINE; DREDGE; DRILL-KENNY OR SIMILAR TYPE; EASY POUR MEDIAN BARRIER MACHINE (OR SIMILAR TYPE); ELECTROMATIC; FRANKIE PILE; GRADALL; GRADER; GURRY; SELF-PROPELLED; HEAVY EQUIPMENT ROBOTICS OPERATOR/MECHANIC; HOIST-MONORAIL; HOIST-STATIONARY & MOBILE TRACTOR; HOIST, 2 OR 3 DRUM; HORIZONTAL DIRECTIONAL DRILL OPERATOR; JACKALL; JUMBO MACHINE; KOCAL & KUHLMAN; LAND-SEAGOING VEHICLE; LOADER, ELEVATING; LOADER, FRONT END; LOADER, SKID STEER; LOCOMOTIVE; MECHANIC/WELDER; METRO CHIP HARVESTER WITH BOO; MUCKING MACHINE; PAVER-ASPHALT FINISHING MACHINE; PAVER-ROAD CONCRETE; PAVER-SLIP FORM (C.M.I. OR SIMILAR); PLACE CRETE MACHINE WITH BOOM; POST DRIVER (CARRIER MOUNTED); POWER DRIVEN HYDRAULIC PUMP & JACK (WHEN USED IN SLIP FORM OR LIFT SLAB CONSTRUCTION); PUMP CRETE MACHINE; REGULATOR-BALLAST; HYRAULIC POWER UNIT NOT ATTACHED TO RIG FOR PILE DRILLINGS; RIGS-DRILLING; ROTO MILL OR SIMILAR FULL LANE (8' WIDE & OVER); ROTO MILL OR SIMILAR TYPE (UNDER 8'); SHOVEL; SLIP FORM CURB MACHINE; SPEEDWING; SPIKEMASTER; STONECRUSHER; TIE PULLER & LOADER; TIE TAMPER; TRACTOR-DOUBLE BOOM; TRACTOR WITH ATTACHMENTS; TRUCK-BOOM; TRUCK-TIRE; TRENCH MACHINE; TUNNEL MACHINE (MARK 21 JAVA OR SIMILAR) & WHIRLEY (OR SIMILAR TYPE) (COLUMBIANA, MAHONING & TRUMBULL COUNTIES).....$ 44.30 24.30

POWER EQUIPMENT OPERATOR: ASBESTOS; HAZARDOUS/TOXIC WASTE PROJECTS GROUP 3 - A & B - ASPHALT PLANT; BENDING MACHINE (PIPELINE OR TYPE); BORING MACHINE, MOTOR DRIVEN; CHIP HARVESTER WITHOUT BOOM; CLEANING MACHINE, PIPELINE TYPE; COATING MACHINE, PIPELINE TYPE; COMPACTOR; CONCRETE BELT PLACER; CONCRETE FINISHER; CONCRETE PLANER OR ASPHALT; CONCRETE SPREADER; ELEVATOR; FORK LIFT (HOME BUILDING ONLY); FORK LIFT & LULLS; FORK LIFT WALK BEHIND (HOISTING OVER 1 BUCK HIGH); FORM LINE MACHINE; GREASE TRUCK OPERATOR; GROUT PUMP; GUNNITE MACHINE; HORIZONTAL DIRECTIONAL DRILL LOCATOR; SINGLE DRUM HOIST WITH OR WITHOUT TOWER; HUCK BOLTING MACHINE; HYDRAULIC SCAFFOLD (HOISTING BUILDING MATERIALS); PAVING BREAKER (SELF=PROPELLED OR RIDDEN); PIPE DREAM; POT FIREPERSON (POWER AGITATED); REFRIGERATION PLANT; ROAD WIDENER; ROLLER; SASGEN DERRICK; SEEDING MACHINE; SOIL STABILIZER (PUMP TYPE); SPRAY CURE MACHINE, SELF-PROPELLED; STRAW BLOWER MACHINE; SUB-GRADER; TUBE FINISHER OR BROOM C.M.I. OR SIMILAR TYPE; & TUGGER HOIST(COLUMBIANA, MAHONING & TRUMBULL COUNTIES).....$ 38.47 24.30

POWER EQUIPMENT OPERATOR: ASBESTOS; HAZARDOUS/TOXIC WASTE PROJECTS GROUP 4 - A & B - AIR CURTAIN DESTRUCTOR & SIMILAR TYPE; BATCH PLANT-JOB RELATED;

BOILER OPERATOR; COMPRESSOR; CONVEYOR; CURB BUILDER, SELF-PROPELLED; DRILL WAGON; GENERATOR SET; GENERATOR-STEAM; HEATER-PORTABLE POWER; HYDRAULIC MANIUPLATOR CRANE; JACK-HYDRAULIC POWER DRIVEN; JACK-HYARAULIC (RAILROAD); LADAVATOR; MINOR MACHINE OPERATOR; MIXER-CONCRETE; MULCHING MACHINE; PIN PULLER; POWER BROOM; PULVERIZER; PUMP; ROAD FINISHING MAHINC (PULL TYPE); SAW-CONCRETE-SELF-PROPELLED (HIGHWAY WORK); SIGNAL PERSON; SPRAY CURE MACHINE-MOTOR POWERED; STUMP CUTTER; TRACTOR; TRENCHER FORM; WATER BLASTER; STEAM JENNY; SYPHON; VIBRATOR-GASOLINE; & WELDING MACHINE. (COLUMBIANA, MAHONING & TRUMBULL COUNTIES).$ 34.52 24.30

POWER EQUIPMENT OPERATOR: ASBESTOS; HAZARDOUS/TOXIC WASTE PROJECTS GROUP 5 - A & B - BRAKEPERSON; FIREPERSON; & OILER. (COLUMBIANA, MAHONING & TRUMBULL COUNTIES).....$ 31.13 24.30

POWER EQUIPMENT OPERATOR: HAZARDOUS/TOXIC WASTE PROJECTS GROUP 1 - C & D - RIG, PILE DRIVER OR CAISSON TYPE; & RIG, PILE HYDRAULIC UNIT ATTACHED. (COLUMBIANA, MAHONING & TRUMBULL COUNTIES).....$ 40.91 24.30

POWER EQUIPMENT OPERATOR: HAZARDOUS/TOXIC WASTE PROJECTS GROUP 2 - C & D - ASPHALT HEATER PLANER; BACKFILLER WITH DRAG ATTACHMENT; BACKHOE; BACKHOE WITH SHEAR ATTACHED; BACKHOE-REAR PIVOTAL SWING; BATCH PLANT-CENTRAL MIX CONCRETE; BATCH PLANT, PORTABLE CONCRETE; BERM BUILDER-AUTOMATIC; BOAT DERRICK; BOAT-TUG; BORING MACHINE ATTACHED TO TRACTOR; BULLCLAM; VULLDOZER; C.M.I. ROAD BUILDER & SIMILAR TYPE; CABLE PLACER &LATYER; CARRIER-STRADDLE; CARRYALL-SCRAPER OR SCOPP; CHICAGO BOOM; COMPACTOR WITH BLAD ATTACHED; CONCRETE SAW (VERMEER OR SIMILAR TYPE); CONCRETE SPREADER FINISHER; COMBINATION, BIDWELL MACHINE; CRANE; CRANE-ELECTRIC OVERHEAD; CRANE-ROUGH TERRAIN; CRANE-SIDE BOOM; CRANE-TRUCK; CRANE-TOWER; DERRICK-BOOM; DERRICK-CAR; DIGGER -WHEEL (NOT TRENCHER OR ROAD WIDENER); DOUBLE NINE; DRAG LINE; DREDGE; DRILL-KENNY OR SIMILAR TYPE; EASY POUR MEDIAN BARRIER MACHINE (OR SIMILAR TYPE); ELECTROMATIC; FRANKIE PILE; GRADALL; GRADER; GURRY; SELF-PROPELLED; HEAVY EQUIPMENT ROBOTICS OPERATOR/MECHANIC; HOIST-MONORAIL; HOIST-STATIONARY & MOBILE TRACTOR; HOIST, 2 OR 3 DRUM; HORIZONTAL DIRECTIONAL DRILL OPERATOR; JACKALL; JUMBO MACHINE; KOCAL & KUHLMAN; LAND-SEAGOING VEHICLE; LOADER, ELEVATING; LOADER, FRONT END; LOADER, SKID STEER; LOCOMOTIVE; MECHANIC/WELDER; METRO CHIP HARVESTER WITH BOO; MUCKING MACHINE; PAVER-ASPHALT FINISHING MACHINE; PAVER-ROAD CONCRETE; PAVER-SLIP FORM (C.M.I. OR SIMILAR); PLACE CRETE MACHINE WITH BOOM; POST DRIVER (CARRIER MOUNTED); POWER DRIVEN HYDRAULIC PUMP & JACK (WHEN USED IN SLIP FORM OR LIFT SLAB CONSTRUCTION); PUMP CRETE MACHINE; REGULATOR-BALLAST; HYRAULIC POWER UNIT NOT ATTACHED TO RIG FOR PILE DRILLINGS; RIGS-DRILLING; ROTO MILL OR SIMILAR FULL LANE (8' WIDE & OVER); ROTO MILL OR SIMILAR TYPE (UNDER 8'); SHOVEL; SLIP FORM CURB MACHINE; SPEEDWING; SPIKEMASTER; STONECRUSHER; TIE PULLER & LOADER; TIE TAMPER; TRACTOR-DOUBLE BOOM; TRACTOR WITH ATTACHMENTS; TRUCK-BOOM; TRUCK-TIRE; TRENCH MACHINE; TUNNEL MACHINE (MARK 21 JAVA OR SIMILAR) & WHIRLEY (OR SIMILAR TYPE) (COLUMBIANA, MAHONING & TRUMBULL COUNTIES).....$ 40.61 24.30

POWER EQUIPMENT OPERATOR: HAZARDOUS/TOXIC WASTE PROJECTS GROUP 3 - C & D - ASPHALT PLANT; BENDING MACHINE (PIPELINE OR TYPE); BORING MACHINE, MOTOR DRIVEN; CHIP HARVESTER WITHOUT BOOM; CLEANING MACHINE, PIPELINE TYPE; COATING MACHINE, PIPELINE TYPE; COMPACTOR; CONCRETE BELT PLACER; CONCRETE FINISHER; CONCRETE PLANER OR ASPHALT; CONCRETE SPREADER; ELEVATOR; FORK LIFT (HOME BUILDING ONLY); FORK LIFT & LULLS; FORK LIFT WALK BEHIND (HOISTING OVER 1 BUCK HIGH); FORM LINE MACHINE; GREASE TRUCK OPERATOR; GROUT PUMP; GUNNITE MACHINE; HORIZONTAL DIRECTIONAL DRILL LOCATOR; SINGLE DRUM HOIST WITH OR WITHOUT TOWER; HUCK BOLTING MACHINE; HYDRAULIC SCAFFOLD (HOISTING BUILDING MATERIALS); PAVING BREAKER (SELF=PROPELLED OR RIDDEN); PIPE DREAM; POT FIREPERSON (POWER AGITATED); REFRIGERATION PLANT; ROAD WIDENER; ROLLER; SASGEN DERRICK; SEEDING

MACHINE; SOIL STABILIZER (PUMP TYPE); SPRAY CURE MACHINE, SELF-PROPELLED; STRAW BLOWER MACHINE; SUB-GRADER; TUBE FINISHER OR BROOM C.M.I. OR SIMILAR TYPE; & TUGGER HOIST(COLUMBIANA, MAHONING & TRUMBULL COUNTIES).....$ 35.27 24.30

POWER EQUIPMENT OPERATOR: HAZARDOUS/TOXIC WASTE PROJECTS GROUP 4 - C & D - AIR CURTAIN DESTRUCTOR & SIMILAR TYPE; BATCH PLANT-JOB RELATED; BOILER OPERATOR; COMPRESSOR; CONVEYOR; CURB BUILDER, SELF-PROPELLED; DRILL WAGON; GENERATOR SET; GENERATOR-STEAM; HEATER-PORTABLE POWER; HYDRAULIC MANIUPLATOR CRANE; JACK-HYDRAULIC POWER DRIVEN; JACK-HYARAULIC (RAILROAD); LADAVATOR; MINOR MACHINE OPERATOR; MIXER-CONCRETE; MULCHING MACHINE; PIN PULLER; POWER BROOM; PULVERIZER; PUMP; ROAD FINISHING MAHINC (PULL TYPE); SAW-CONCRETE-SELF-PROPELLED (HIGHWAY WORK); SIGNAL PERSON; SPRAY CURE MACHINE-MOTOR POWERED; STUMP CUTTER; TRACTOR; TRENCHER FORM; WATER BLASTER; STEAM JENNY; SYPHON; VIBRATOR-GASOLINE; & WELDING MACHINE. (COLUMBIANA, MAHONING & TRUMBULL COUNTIES).$ 31.65 24.30

POWER EQUIPMENT OPERATOR: HAZARDOUS/TOXIC WASTE PROJECTS GROUP 5 - C & D - BRAKEPERSON; FIREPERSON; & OILER. (COLUMBIANA, MAHONING & TRUMBULL COUNTIES).....$ 28.53 24.30

IRON0017-002 05/01/2024

	Rates	Fringes
IRONWORKER: ORNAMENTAL, REINFORCING, & STRUCTURAL (ASHTABULA (NORTH OF ROUTE 6, STARTING AT THE GEAUGA COUNTY LINE, PROCEEDING EAST TO STATE ROUTE 45), CUYAHOGA, ERIE (EASTERN 2/3), GEAUGA, HURON (EAST OF A LINE DRAWN FROM THE NORTH BORDER THROUGH MONROEVILLE & WILLARD), LAKE, LORAIN, MEDINA (NORTH OF OLD RTE. #224), PORTAGE (WEST OF A LINE FROM MIDDLEFIELD TO SHALERSVILLE TO DEERFIELD), AND SUMMIT (NORTH OF OLD RTE. #224, INCLUDING CITY LIMITS OF BARBERTON) COUNTIES).....	$ 36.83	29.01

IRON0017-010 05/01/2024

	Rates	Fringes
IRONWORKER: STRUCTURAL, INCLUDING METAL BUILDING ERECTION & REINFORCING (ASHTABULA (EASTERN PART FROM LAKE ERIE ON THE NORTH TO ROUTE #322 ON THE SOUTH TO INCLUDE CONNEAUT, KINGSVILLE, SHEFFIELD, DENMARK, DORSET, CHERRY VALLEY, WAYNE, MONROE, PIERPONT, RICHMOND, ANDOVER & WILLIAMSFIELD TOWNSHIPS)).....	$ 36.83	29.01

IRON0044-001 06/01/2025

	Rates	Fringes
IRONWORKER, REINFORCING (ADAMS (WESTERN PART), BROWN, BUTLER (SOUTHERN PART), CLERMONT, CLINTON (SOUTH OF A LINE DRAWN FROM BLANCHESTER TO LYNCHBURG), HAMILTON, HIGHLAND (EXCLUDING EASTERN ONE-FIFTH & PORTION OF COUNTY INSIDE LINES DRAWN FROM MARSHALL TO LYNCHBURG FROM THE NORTHERN COUNTY LINE THROUGH E. MONROE TO MARSHALL) AND WARREN (SOUTH OF A LINE DRAWN FROM BLANCHESTER THROUGH MORROW TO THE WEST COUNTY LINE) COUNTIES).....	$ 38.27	23.90

IRON0044-002 06/01/2025

	Rates	Fringes
IRONWORKER: FENCE ERECTOR (CLINTON (SOUTH OF A LINE DRAWN FROM BLANCHESTER TO LYNCHBURG), HAMILTON, HIGHLAND (EXCLUDING EASTERN ONE-FIFTH & PORTION OF COUNTY INSIDE LINES DRAWN FROM MARSHALL TO LYNCHBURG FROM THE NORTHERN COUNTY LINE THROUGH E. MONROE TO MARSHALL) & WARREN (SOUTH OF A LINE DRAWN FROM BLANCHESTER THROUGH MORROW TO THE WEST COUNTY LINE)).....	$ 35.88	23.90

IRONWORKER: ORNAMENTAL; STRUCTURAL (CLINTON (SOUTH OF A LINE DRAWN FROM BLANCHESTER TO LYNCHBURG), HAMILTON, HIGHLAND (EXCLUDING EASTERN ONE-FIFTH & PORTION OF COUNTY INSIDE LINES DRAWN FROM MARSHALL TO LYNCHBURG FROM THE NORTHERN COUNTY LINE THROUGH E. MONROE TO MARSHALL) & WARREN (SOUTH OF A LINE

DRAWN FROM BLANCHESTER THROUGH MORROW TO THE WEST
COUNTY LINE))....................................$ 37.77 23.90

IRON0055-003 07/01/2024

	Rates	Fringes
IRONWORKER: ALL OTHER WORK (CRAWFORD (AREA BETWEEN LINES DRAWN FROM WHERE HWY #598 & #30 MEET THROUGH N. LIBERTY TO THE NORTHERN BORDER & FROM SAID HWY JUNCTION POINT DUE WEST TO THE BORDER), DEFIANCE (S. OF A LINE DRAWN FROM WHERE RTE. #66 MEETS THE NORTHERN LINE THROUGH INDEPENDENCE TO THE EASTERN COUNTY BORDER), ERIE (WESTERN 1/3), FULTON, HANCOCK, HARDIN (NORTH OF A LINE DRAWN FROM MAYSVILLE TO A POINT 4 MILES SOUTH OF THE NORTHERN LINE ON THE EASTERN LINE), HENRY, HURON (WEST OF A LINE DRAWN FROM MAYSVILLE TO A POINT 4 MILES SOUTH OF THE NORTHEN LINE OF THE EASTERN LINE), HENRY, HURON (WEST OF A LINE DRAWN FROM THE NORTHERN BORDER THROUGH MONROEVILLE & WILLARD), LUCAS, OTTAWA, PUTNAM (EAST OF A LINE DRAWN FROM THE NORTHERN BORDER DOWN THROUGH MILLER CITY TO WHERE #696 MEETS THE SOURTHERN BORDER), SANDUSKY, SENECA, WILLIAMS (EAST OF A LINE DRAWN FROM PIONEER THROUGH STRYKER TO THE SOUTHERN BORDER), WOOD & WYANDOT (NORTH OF RTE. #30))	$ 29.77	21.30
IRONWORKER: FENCE ERECTOR (CRAWFORD (AREA BETWEEN LINES DRAWN FROM WHERE HWY #598 & #30 MEET THROUGH N. LIBERTY TO THE NORTHERN BORDER & FROM SAID HWY JUNCTION POINT DUE WEST TO THE BORDER), DEFIANCE (S. OF A LINE DRAWN FROM WHERE RTE. #66 MEETS THE NORTHERN LINE THROUGH INDEPENDENCE TO THE EASTERN COUNTY BORDER), ERIE (WESTERN 1/3), FULTON, HANCOCK, HARDIN (NORTH OF A LINE DRAWN FROM MAYSVILLE TO A POINT 4 MILES SOUTH OF THE NORTHERN LINE ON THE EASTERN LINE), HENRY, HURON (WEST OF A LINE DRAWN FROM MAYSVILLE TO A POINT 4 MILES SOUTH OF THE NORTHEN LINE OF THE EASTERN LINE), HENRY, HURON (WEST OF A LINE DRAWN FROM THE NORTHERN BORDER THROUGH MONROEVILLE & WILLARD), LUCAS, OTTAWA, PUTNAM (EAST OF A LINE DRAWN FROM THE NORTHERN BORDER DOWN THROUGH MILLER CITY TO WHERE #696 MEETS THE SOURTHERN BORDER), SANDUSKY, SENECA, WILLIAMS (EAST OF A LINE DRAWN FROM PIONEER THROUGH STRYKER TO THE SOUTHERN BORDER), WOOD & WYANDOT (NORTH OF RTE. #30))	$ 29.77	21.30
IRONWORKER: FLAT ROAD MESH (CRAWFORD (AREA BETWEEN LINES DRAWN FROM WHERE HWY #598 & #30 MEET THROUGH N. LIBERTY TO THE NORTHERN BORDER & FROM SAID HWY JUNCTION POINT DUE WEST TO THE BORDER), DEFIANCE (S. OF A LINE DRAWN FROM WHERE RTE. #66 MEETS THE NORTHERN LINE THROUGH INDEPENDENCE TO THE EASTERN COUNTY BORDER), ERIE (WESTERN 1/3), FULTON, HANCOCK, HARDIN (NORTH OF A LINE DRAWN FROM MAYSVILLE TO A POINT 4 MILES SOUTH OF THE NORTHERN LINE ON THE EASTERN LINE), HENRY, HURON (WEST OF A LINE DRAWN FROM MAYSVILLE TO A POINT 4 MILES SOUTH OF THE NORTHEN LINE OF THE EASTERN LINE), HENRY, HURON (WEST OF A LINE DRAWN FROM THE NORTHERN BORDER THROUGH MONROEVILLE & WILLARD), LUCAS, OTTAWA, PUTNAM (EAST OF A LINE DRAWN FROM THE NORTHERN BORDER DOWN THROUGH MILLER CITY TO WHERE #696 MEETS THE SOURTHERN BORDER), SANDUSKY, SENECA, WILLIAMS (EAST OF A LINE DRAWN FROM PIONEER THROUGH STRYKER TO THE SOUTHERN BORDER), WOOD & WYANDOT (NORTH OF RTE. #30))	$ 26.40	24.62
IRONWORKER: TUNNES & CAISSONS UNDER PRESSURE (CRAWFORD (AREA BETWEEN LINES DRAWN FROM WHERE HWY #598 & #30 MEET THROUGH N. LIBERTY TO THE NORTHERN BORDER & FROM SAID HWY JUNCTION POINT DUE WEST TO THE BORDER), DEFIANCE (S. OF A LINE DRAWN FROM WHERE RTE. #66 MEETS THE NORTHERN LINE THROUGH INDEPENDENCE TO THE EASTERN COUNTY BORDER), ERIE (WESTERN 1/3), FULTON, HANCOCK, HARDIN (NORTH OF A LINE DRAWN FROM MAYSVILLE TO A POINT 4 MILES SOUTH OF THE NORTHERN LINE ON THE EASTERN LINE), HENRY, HURON (WEST OF A LINE DRAWN FROM MAYSVILLE TO A POINT 4 MILES SOUTH OF THE NORTHEN LINE OF THE EASTERN LINE), HENRY, HURON (WEST OF A LINE DRAWN FROM THE NORTHERN BORDER THROUGH MONROEVILLE & WILLARD), LUCAS, OTTAWA, PUTNAM (EAST OF A LINE		

DRAWN FROM THE NORTHERN BORDER DOWN THROUGH MILLER CITY TO WHERE #696 MEETS THE SOURTHERN BORDER), SANDUSKY, SENECA, WILLIAMS (EAST OF A LINE DRAWN FROM PIONEER THROUGH STRYKER TO THE SOUTHERN BORDER), WOOD & WYANDOT (NORTH OF RTE. #30))........$ 35.50 29.20

IRON0147-002 06/01/2025

	Rates	Fringes
IRONWORKER (ALLEN (NORTHERN HALF), DEFIANCE (NORTHERN PART, EXCLUDING SOUTH OF A LINE DRAWN FROM WHERE RTE. #66 MEETS THE NORTHERN LINE THROUGH INDEPENDENCE TO THE EASTERN COUNTY BORDER), MERCER (NORTHERN HALF), PAULDING, PUTNAM (WESTERN PART, EXCLUDING EAST OF A LINE DRAWN FROM THE NORTHERN BORDER DOWN THROUGH MILLER CITY TO WHERE #696 MEETS THE SOUTHERN BORDER), VAN WERT, AND WILLIAMS (WESTERN PART, EXCLUDING EAST OF A LINE DRAWN FROM PIONEER THROUGH STRYKER TO THE SOUTHERN BORDER) COUNTIES).....	$ 38.00	26.39

IRON0172-002 06/01/2025

	Rates	Fringes
IRONWORKER (CHAMPAIGN (EASTERN ONE-THIRD), CLARK (EASTERN ONE-FOURTH), COSHOCTON (WEST OF A LINE BEGINNING AT THE NORTHWESTERN COUNTY LINE GOING THROUGH WALHONDING & TUNNEL HILL TO THE SOUTHERN COUNTY LINE), CRAWFORD (SOUTH OF RTE. #30), DELAWARE, FAIRFIELD, FAYETTE, FRANKLIN, HARDIN (EXCLUDING A LINE DRAWN FROM ROUNDHEAD TO MAYSVILLE), HIGHLAND (EASTERN ONE-FIFTH), HOCKING, JACKSON (NORTHERN HALF), KNOX, LICKING, LOGAN (EASTERN ONE-THIRD), MADISON, MARION, MORROW, MUSKINGUM (WEST OF A LINE.....	$ 40.87	23.15

IRON0207-004 06/01/2025

	Rates	Fringes
IRONWORKER: LAYOUT; SHEETER (ASHTABULA (SOUTHERN PART STARTING AT THE GEAUGA COUNTY LINE), COLUMBIANA (E. OF A LINE FROM DAMASCUS TO HIGHLANDTOWN), MAHONING (N. OF OLD ROUTE #224), PORTAGE (E. OF A LINE FROM MIDDLEFIELD TO SHALERSVILLE TO DEERFIELD) & TRUMBULL).....	$ 37.26	28.16
IRONWORKER: ORNAMENTAL; REINFORCING; STRUCTURAL (ASHTABULA (SOUTHERN PART STARTING AT THE GEAUGA COUNTY LINE), COLUMBIANA (E. OF A LINE FROM DAMASCUS TO HIGHLANDTOWN), MAHONING (N. OF OLD ROUTE #224), PORTAGE (E. OF A LINE FROM MIDDLEFIELD TO SHALERSVILLE TO DEERFIELD) & TRUMBULL).....	$ 36.26	28.16

IRON0290-002 06/01/2025

	Rates	Fringes
IRONWORKER (ALLEN (SOUTHERN HALF), AUGLAIZE, BUTLER (NORTH OF A LINE DRAWN FROM EAST TO THE WEST COUNTY LINE GOING THROUGH OXFORD, DARRTOWN & WOODSDALE), CHAMPAIGN (EXCLUDING EAST OF A LINE DRAWN FROM CATAWLA TO THE POINT WHERE #68 INTERSECTS THE NORTHERN COUNTY LINE), CLARK (WESTERN TWO-THIRDS), CLINTON (EXCLUDING SOUTH OF A LINE DRAWN FROM BLANCHESTER TO LYNCHBURG), DARKE, GREENE, HIGHLAND (INSIDE LINES DRAWN FROM MARSHALL TO LYNCHBURG & FROM THE NORTHERN COUNTY LINE THROUGH EAST MONROE TO MARSHALL), LOGAN (WEST OF A LINE DRAWN FROM WEST LIBERTY TO WHERE THE NORTHERN COUNTY LINE MEETS THE WESTERN COUNTY LINE OF HARDIN), MERCER (SOUTHERN HALF), MIAMI, MONTGOMERY, PREBLE, SHELBY, & WARREN (EXCLUDING SOUTH OF A LINE DRAWN FROM BLANCHESTER THROUGH MORROW TO THE WESTERN COUNTY LINE) COUNTIES).....	$ 37.39	25.35

IRON0549-003 12/01/2022

	Rates	Fringes
IRONWORKER (BELMONT, GUERNSEY, HARRISON, JEFFERSON, MONROE & MUSKINGUM (EXCLUDING PORTION WEST OF A LINE STARTING AT ADAMS MILL GOING TO ADAMSVILLE AND GOING FROM ADAMSVILLE THROUGH BLUE ROCK TO THE SOUTH BORDER)).....	$ 35.19	25.66

IRON0550-004 05/01/2024

	Rates	Fringes
IRONWORKERS: STRUCTURAL, ORNAMENTAL AND REINFORCING (ASHLAND, CARROLL, COLUMBIANA (W. OF A LINE FROM DAMASCUS TO HIGHLANDTOWN), COSHOCTON (E. OF A LINE BEGINNING AT NW CO. LINE GOING THROUGH WALHONDING & TUNNEL HILL TO THE SOUTH CO. LINE), HOLMES, HURON (S. OF OLD RTE. #224), MAHONING (S. OF OLD RTE. #224), MEDINA (S. OF OLD RTE. #224), PORTAGE (S. OF OLD RTE. #224), RICHLAND, STARK, SUMMIT (S. OF OLD RTE. #224, EXCLUDING CITY LIMITS OF BARBERTON), TUSCARAWAS, & WAYNE)	$ 34.70	22.88

IRON0769-004 06/01/2025

	Rates	Fringes
IRONWORKER (ADAMS (EASTERN HALF), GALLIA, JACKSON (SOUTHERN HALF), LAWRENCE & SCIOTO)	$ 39.70	29.59

IRON0787-003 06/01/2025

	Rates	Fringes
IRONWORKER (ATHENS, MEIGS, MORGAN, NOBLE, AND WASHINGTON COUNTIES)	$ 36.10	24.65

LABO0265-008 05/01/2024

	Rates	Fringes
LABORER GROUP 1- ASPHALT LABORER; CARPENTER TENDER; CONCRETE CURING APPLICATOR; DUMP MAN (BATCH TRUCK); GUARDRAIL AND FENCE INSTALLER; JOINT SETTER; LABORER (CONSTRUCTION); LANDSCAPE LABORER; MESH HANDLERS & PLACER; RIGHT-OF-WAY LABORER; RIPRAP LABORER & GROUTER; SCAFFOLD ERECTOR; SEAL COATING; SURFACE TREATMENT OR ROAD MIX LABORER; SIGN INSTALLER; SLURRY SEAL; UTILITY MAN; BRIDGE MAN; HANDYMAN; WATERPROOFING LABORER; FLAGPERSON; HAZARDOUS WASTE (LEVEL D); DIVER TENDER; ZONE PERSON & TRAFFIC CONTROL. TUNNEL LABORER WITH AIR-PRESSURIZED ADD $1.00 TO BASE RATE SIGNAL PERSON WILL RECEIVE THE RATE EQUAL TO THE RATE PAID THE LABORER CLASSIFICATION FOR WHICH HE OR SHE IS SIGNALING. (REMAINING COUNTIES OF OHIO)	$ 35.52	14.45
LABORER GROUP 1- ASPHALT LABORER; CARPENTER TENDER; CONCRETE CURING APPLICATOR; DUMP MAN (BATCH TRUCK); GUARDRAIL AND FENCE INSTALLER; JOINT SETTER; LABORER (CONSTRUCTION); LANDSCAPE LABORER; MESH HANDLERS & PLACER; RIGHT-OF-WAY LABORER; RIPRAP LABORER & GROUTER; SCAFFOLD ERECTOR; SEAL COATING; SURFACE TREATMENT OR ROAD MIX LABORER; SIGN INSTALLER; SLURRY SEAL; UTILITY MAN; BRIDGE MAN; HANDYMAN; WATERPROOFING LABORER; FLAGPERSON; HAZARDOUS WASTE (LEVEL D); DIVER TENDER; ZONE PERSON & TRAFFIC CONTROL. TUNNEL LABORER WITH AIR-PRESSURIZED ADD $1.00 TO BASE RATE SIGNAL PERSON WILL RECEIVE THE RATE EQUAL TO THE RATE PAID THE LABORER CLASSIFICATION FOR WHICH HE OR SHE IS SIGNALING. (CUYAHOGA, GEAUGA & LAKE COUNTIES)	$ 37.18	14.45
LABORER GROUP 1- ASPHALT LABORER; CARPENTER TENDER; CONCRETE CURING APPLICATOR; DUMP MAN (BATCH TRUCK); GUARDRAIL AND FENCE INSTALLER; JOINT SETTER; LABORER (CONSTRUCTION); LANDSCAPE LABORER; MESH HANDLERS & PLACER; RIGHT-OF-WAY LABORER; RIPRAP LABORER & GROUTER; SCAFFOLD ERECTOR; SEAL COATING; SURFACE TREATMENT OR ROAD MIX LABORER; SIGN INSTALLER; SLURRY SEAL; UTILITY MAN; BRIDGE MAN; HANDYMAN; WATERPROOFING LABORER; FLAGPERSON; HAZARDOUS WASTE (LEVEL D); DIVER TENDER; ZONE PERSON & TRAFFIC CONTROL. TUNNEL LABORER WITH AIR-PRESSURIZED ADD $1.00 TO BASE RATE SIGNAL PERSON WILL RECEIVE THE RATE EQUAL TO THE RATE PAID THE LABORER CLASSIFICATION FOR WHICH HE OR SHE IS SIGNALING. (ASHTABULA, ERIE, HURON, LORAIN, LUCAS, MAHONING, MEDINA, OTTAWA, PORTAGE, SANDUSKY, STARK, SUMMIT, TRUMBULL & WOOD COUNTIES)	$ 35.95	14.45
LABORER GROUP 2- ASPHALT RAKER; CONCRETE PUDDLER; KETTLE MAN PIPELINE); MACHINE DRIVEN TOOLS (GAS, ELECTRIC, AIR); MASON TENDER; BRICK PAVER; MORTAR MIXER; POWER BUGGY OR POWER WHEELBARROW; PAINT		

STRIPER; SHEETING & SHORING MAN; SURFACE GRINDER MAN; PLASTIC FUSING MACHINE OPERATOR; PUG MILL OPERATOR; & VACUUM DEVICES (WET OR DRY); RODDING MACHINE OPERATOR; DIVER; SCREWMAN OR PAVER; SCREED PERSON; WATER BLAST, HAND HELD WAND; PUMPS 4"" & UNDER (GAS, AIR OR ELECTRIC) & HAZARDOUS WASTE (LEVEL C); AIR TRACK AND WAGON DRILL; BOTTOM PERSON; COFFERDAM (BELOW 25 FT. DEEP); CONCRETE SAW PERSON; CUTTING WITH BURNING TORCH; FORM SETTER; HAND SPIKER (RAILROAD); PIPELAYER; TUNNEL LABORER (WITHOUT AIR) & CAISSON; UNDERGROUND PERSON (WORKING IN SEWER AND WATERLINE, CLEANING, REPAIRING & RECONDITIONING); SANDBLASTER NOZZLE PERSON; & HAZARDOUS WASTE (LEVEL B). TUNNEL LABORER WITH AIR-PRESSURIZED ADD $1.00 TO BASE RATE SIGNAL PERSON WILL RECEIVE THE RATE EQUAL TO THE RATE PAID THE LABORER CLASSIFICATION FOR WHICH HE OR SHE IS SIGNALING. (REMAINING COUNTIES OF OHIO)..$ 35.69 14.45

LABORER GROUP 2- ASPHALT RAKER; CONCRETE PUDDLER; KETTLE MAN PIPELINE); MACHINE DRIVEN TOOLS (GAS, ELECTRIC, AIR); MASON TENDER; BRICK PAVER; MORTAR MIXER; POWER BUGGY OR POWER WHEELBARROW; PAINT STRIPER; SHEETING & SHORING MAN; SURFACE GRINDER MAN; PLASTIC FUSING MACHINE OPERATOR; PUG MILL OPERATOR; & VACUUM DEVICES (WET OR DRY); RODDING MACHINE OPERATOR; DIVER; SCREWMAN OR PAVER; SCREED PERSON; WATER BLAST, HAND HELD WAND; PUMPS 4"" & UNDER (GAS, AIR OR ELECTRIC) & HAZARDOUS WASTE (LEVEL C); AIR TRACK AND WAGON DRILL; BOTTOM PERSON; COFFERDAM (BELOW 25 FT. DEEP); CONCRETE SAW PERSON; CUTTING WITH BURNING TORCH; FORM SETTER; HAND SPIKER (RAILROAD); PIPELAYER; TUNNEL LABORER (WITHOUT AIR) & CAISSON; UNDERGROUND PERSON (WORKING IN SEWER AND WATERLINE, CLEANING, REPAIRING & RECONDITIONING); SANDBLASTER NOZZLE PERSON; & HAZARDOUS WASTE (LEVEL B). TUNNEL LABORER WITH AIR-PRESSURIZED ADD $1.00 TO BASE RATE SIGNAL PERSON WILL RECEIVE THE RATE EQUAL TO THE RATE PAID THE LABORER CLASSIFICATION FOR WHICH HE OR SHE IS SIGNALING. (CUYAHOGA, GEAUGA & LAKE COUNTIES).....$ 37.35 14.45

LABORER GROUP 2- ASPHALT RAKER; CONCRETE PUDDLER; KETTLE MAN PIPELINE); MACHINE DRIVEN TOOLS (GAS, ELECTRIC, AIR); MASON TENDER; BRICK PAVER; MORTAR MIXER; POWER BUGGY OR POWER WHEELBARROW; PAINT STRIPER; SHEETING & SHORING MAN; SURFACE GRINDER MAN; PLASTIC FUSING MACHINE OPERATOR; PUG MILL OPERATOR; & VACUUM DEVICES (WET OR DRY); RODDING MACHINE OPERATOR; DIVER; SCREWMAN OR PAVER; SCREED PERSON; WATER BLAST, HAND HELD WAND; PUMPS 4"" & UNDER (GAS, AIR OR ELECTRIC) & HAZARDOUS WASTE (LEVEL C); AIR TRACK AND WAGON DRILL; BOTTOM PERSON; COFFERDAM (BELOW 25 FT. DEEP); CONCRETE SAW PERSON; CUTTING WITH BURNING TORCH; FORM SETTER; HAND SPIKER (RAILROAD); PIPELAYER; TUNNEL LABORER (WITHOUT AIR) & CAISSON; UNDERGROUND PERSON (WORKING IN SEWER AND WATERLINE, CLEANING, REPAIRING & RECONDITIONING); SANDBLASTER NOZZLE PERSON; & HAZARDOUS WASTE (LEVEL B). TUNNEL LABORER WITH AIR-PRESSURIZED ADD $1.00 TO BASE RATE SIGNAL PERSON WILL RECEIVE THE RATE EQUAL TO THE RATE PAID THE LABORER CLASSIFICATION FOR WHICH HE OR SHE IS SIGNALING. (ASHTABULA, ERIE, HURON, LORAIN, LUCAS, MAHONING, MEDINA, OTTAWA, PORTAGE, SANDUSKY, STARK, SUMMIT, TRUMBULL & WOOD COUNTIES)..$ 36.12 14.45

LABORER GROUP 3- BLASTER; MUCKER; POWDER PERSON; TOP LANDER; WRENCHER (MECHANICAL JOINTS & UTILITY PIPELINE); YARNER; HAZARDOUS WASTE (LEVEL A); CONCRETE SPECIALIST; CONCRETE CREW IN TUNNELS (WITH AIR-PRESSURIZED - $1.00 PREMIUM); CURB SETTER & CUTTER; GRADE CHECKER; UTILITY PIPELINE TAPPER; WATERLINE; AND CAULKER. TUNNEL LABORER WITH AIR-PRESSURIZED ADD $1.00 TO BASE RATE SIGNAL PERSON WILL RECEIVE THE RATE EQUAL TO THE RATE PAID THE LABORER CLASSIFICATION FOR WHICH HE OR SHE IS SIGNALING. (REMAINING COUNTIES OF OHIO) .....$ 36.02 14.45

LABORER GROUP 3- BLASTER; MUCKER; POWDER PERSON; TOP LANDER; WRENCHER (MECHANICAL JOINTS & UTILITY PIPELINE); YARNER; HAZARDOUS WASTE (LEVEL A); CONCRETE SPECIALIST; CONCRETE CREW IN TUNNELS (WITH AIR-PRESSURIZED - $1.00 PREMIUM); CURB SETTER &

CUTTER; GRADE CHECKER; UTILITY PIPELINE TAPPER; WATERLINE; AND CAULKER. TUNNEL LABORER WITH AIR-PRESSURIZED ADD $1.00 TO BASE RATE SIGNAL PERSON WILL RECEIVE THE RATE EQUAL TO THE RATE PAID THE LABORER CLASSIFICATION FOR WHICH HE OR SHE IS SIGNALING. (CUYAHOGA, GEAUGA & LAKE COUNTIES) ....$ 37.68 14.45

LABORER GROUP 3- BLASTER; MUCKER; POWDER PERSON; TOP LANDER; WRENCHER (MECHANICAL JOINTS & UTILITY PIPELINE); YARNER; HAZARDOUS WASTE (LEVEL A); CONCRETE SPECIALIST; CONCRETE CREW IN TUNNELS (WITH AIR-PRESSURIZED - $1.00 PREMIUM); CURB SETTER & CUTTER; GRADE CHECKER; UTILITY PIPELINE TAPPER; WATERLINE; AND CAULKER. TUNNEL LABORER WITH AIR-PRESSURIZED ADD $1.00 TO BASE RATE SIGNAL PERSON WILL RECEIVE THE RATE EQUAL TO THE RATE PAID THE LABORER CLASSIFICATION FOR WHICH HE OR SHE IS SIGNALING. (ASHTABULA, ERIE, HURON, LORAIN, LUCAS, MAHONING, MEDINA, OTTAWA, PORTAGE, SANDUSKY, STARK, SUMMIT, TRUMBULL & WOOD COUNTIES).....$ 36.45 14.45

LABORER GROUP 4- MINER (WITH AIR-PRESSURIZED - $1.00 PREMIUM); & GUNITE NOZZLE PERSON. TUNNEL LABORER WITH AIR-PRESSURIZED ADD $1.00 TO BASE RATE SIGNAL PERSON WILL RECEIVE THE RATE EQUAL TO THE RATE PAID THE LABORER CLASSIFICATION FOR WHICH HE OR SHE IS SIGNALING. (ASHTABULA, ERIE, HURON, LORAIN, LUCAS, MAHONING, MEDINA, OTTAWA, PORTAGE, SANDUSKY, STARK, SUMMIT, TRUMBULL & WOOD COUNTIES)..$ 36.90 14.45

LABORER GROUP 4- MINER (WITH AIR-PRESSURIZED - $1.00 PREMIUM); & GUNITE NOZZLE PERSON. TUNNEL LABORER WITH AIR-PRESSURIZED ADD $1.00 TO BASE RATE SIGNAL PERSON WILL RECEIVE THE RATE EQUAL TO THE RATE PAID THE LABORER CLASSIFICATION FOR WHICH HE OR SHE IS SIGNALING. (REMAINING COUNTIES OF OHIO) ..$ 36.47 14.45

LABORER GROUP 4- MINER (WITH AIR-PRESSURIZED - $1.00 PREMIUM); & GUNITE NOZZLE PERSON. TUNNEL LABORER WITH AIR-PRESSURIZED ADD $1.00 TO BASE RATE SIGNAL PERSON WILL RECEIVE THE RATE EQUAL TO THE RATE PAID THE LABORER CLASSIFICATION FOR WHICH HE OR SHE IS SIGNALING. (CUYAHOGA, GEAUGA & LAKE COUNTIES).....$ 38.13 14.45

LABORER: SEWAGE PLANTS, WASTE PLANTS, WATER TREATMENT FACILITIES, PUMPING STATIONS, & ETHANOL PLANTS CONSTRUCTION. (CUYAHOGA AND GEAUGA COUNTIES ONLY).....$ 38.56 14.45

PAIN0006-002 05/01/2023

	Rates	Fringes
PAINTER- COMMERCIAL NEW WORK; REMODELING; & RENOVATIONS: GROUP 1- BRUSH; & ROLLER (ASHTABULA, CUYAHOGA, GEAUGA, LAKE, LORAIN, PORTAGE (N. OF THE EAST-WEST TURNPIKE) & SUMMIT (N. OF THE EAST-WEST TURNPIKE)).....$	30.75	18.95
PAINTER- COMMERCIAL NEW WORK; REMODELING; & RENOVATIONS: GROUP 2- SANDBLASTING & BUFFING (ASHTABULA, CUYAHOGA, GEAUGA, LAKE, LORAIN, PORTAGE (N. OF THE EAST-WEST TURNPIKE) & SUMMIT (N. OF THE EAST-WEST TURNPIKE)).....$	31.15	18.95
PAINTER- COMMERCIAL NEW WORK; REMODELING; & RENOVATIONS: GROUP 3- SPRAY PAINTING; CLOSED STEEL ABOVE 55 FEET; BRIDGES & OPEN STRUCTURAL STEEL; TANKS - WATER TOWERS; BRIDGE PAINTERS; BRIDGE RIGGERS; CONTAINMENT BUILDERS (ASHTABULA, CUYAHOGA, GEAUGA, LAKE, LORAIN, PORTAGE (N. OF THE EAST-WEST TURNPIKE) & SUMMIT (N. OF THE EAST-WEST TURNPIKE)).....$	31.45	18.95
PAINTER- COMMERCIAL NEW WORK; REMODELING; & RENOVATIONS: GROUP 4- BRIDGE BLASTER (ASHTABULA, CUYAHOGA, GEAUGA, LAKE, LORAIN, PORTAGE (N. OF THE EAST-WEST TURNPIKE) & SUMMIT (N. OF THE EAST-WEST TURNPIKE)) .....$	37.01	18.95
PAINTER- COMMERCIAL REPAINT GROUP 1- BRUSH; & ROLLER (ASHTABULA, CUYAHOGA, GEAUGA, LAKE, LORAIN, PORTAGE (N. OF THE EAST-WEST TURNPIKE) & SUMMIT (N. OF THE EAST-WEST TURNPIKE)).....$	29.25	18.95
PAINTER- COMMERCIAL REPAINT GROUP 2- SANDBLASTING & BUFFING (ASHTABULA, CUYAHOGA, GEAUGA, LAKE, LORAIN, PORTAGE (N. OF THE EAST-WEST TURNPIKE) & SUMMIT (N. OF THE EAST-WEST TURNPIKE)).....$	29.65	18.95
PAINTER- COMMERCIAL REPAINT GROUP 3- SPRAY PAINTING.$	29.95	18.95

PAIN0007-002 07/01/2025

	Rates	Fringes
PAINTER: NEW COMMERCIAL WORK: GROUP 1- BRUSH; SPRAY & SANDBLASTING POT TENDER. (REPAINT IS 90% OF GROUP RATE) (FULTON, HENRY, LUCAS, OTTAWA (EXCLUDING ALLEN, BAY, BONO, CATAWBA ISLAND, CLAY CENTER, CURTICE, DANBURY, EAGLE BEACH, ELLISTON, ELMORE, ERIE, FISHBACK, GEM BEACH, & GENOVA) & WOOD COUNTIES)	$ 33.66	23.88
PAINTER: NEW COMMERCIAL WORK: GROUP 2- REFINERIES & REFINERY TANKS; SURFACES 30 FT. OR OVER WHERE MATERIAL IS APPLIED TO OR LABOR PERFORMED ON ABOVE GROUND LEVEL (EXTERIOR), FLOOR LEVEL (INTERIOR) (REPAINT IS 90% OF GROUP RATE) (FULTON, HENRY, LUCAS, OTTAWA (EXCLUDING ALLEN, BAY, BONO, CATAWBA ISLAND, CLAY CENTER, CURTICE, DANBURY, EAGLE BEACH, ELLISTON, ELMORE, ERIE, FISHBACK, GEM BEACH, & GENOVA) & WOOD COUNTIES)	$ 34.66	23.88
PAINTER: NEW COMMERCIAL WORK: GROUP 3- SWING STAGE & CHAIR (REPAINT IS 90% OF GROUP RATE) (FULTON, HENRY, LUCAS, OTTAWA (EXCLUDING ALLEN, BAY, BONO, CATAWBA ISLAND, CLAY CENTER, CURTICE, DANBURY, EAGLE BEACH, ELLISTON, ELMORE, ERIE, FISHBACK, GEM BEACH, & GENOVA) & WOOD COUNTIES)	$ 34.66	23.88
PAINTER: NEW COMMERCIAL WORK: GROUP 4- LEAD ABATEMENT (REPAINT IS 90% OF GROUP RATE) (FULTON, HENRY, LUCAS, OTTAWA (EXCLUDING ALLEN, BAY, BONO, CATAWBA ISLAND, CLAY CENTER, CURTICE, DANBURY, EAGLE BEACH, ELLISTON, ELMORE, ERIE, FISHBACK, GEM BEACH, & GENOVA) & WOOD COUNTIES)	$ 34.66	23.88
PAINTER: NEW COMMERCIAL WORK: GROUP 5- ALL METHODS OF SPRAY (REPAINT IS 90% OF GROUP RATE) (FULTON, HENRY, LUCAS, OTTAWA (EXCLUDING ALLEN, BAY, BONO, CATAWBA ISLAND, CLAY CENTER, CURTICE, DANBURY, EAGLE BEACH, ELLISTON, ELMORE, ERIE, FISHBACK, GEM BEACH, & GENOVA) & WOOD COUNTIES)	$ 34.66	23.88
PAINTER: NEW COMMERCIAL WORK: GROUP 6- SOLVENT-BASED CATALIZED EPOXY MATERIALS OF 2 OR MORE COMPONENT MATERIALS, TO INCLUDE SOLVENT-BASED CONVERSION VARNISH (EXCLUDING WATER BASED) (REPAINT IS 90% OF GROUP RATE) (FULTON, HENRY, LUCAS, OTTAWA (EXCLUDING ALLEN, BAY, BONO, CATAWBA ISLAND, CLAY CENTER, CURTICE, DANBURY, EAGLE BEACH, ELLISTON, ELMORE, ERIE, FISHBACK, GEM BEACH, & GENOVA) & WOOD COUNTIES)	$ 34.66	23.88
PAINTER: NEW COMMERCIAL WORK: GROUP 7- SPRAY SOLVENT BASED MATERIAL; SAND & ABRASIVE BLASTING (REPAINT IS 90% OF GROUP RATE) (FULTON, HENRY, LUCAS, OTTAWA (EXCLUDING ALLEN, BAY, BONO, CATAWBA ISLAND, CLAY CENTER, CURTICE, DANBURY, EAGLE BEACH, ELLISTON, ELMORE, ERIE, FISHBACK, GEM BEACH, & GENOVA) & WOOD COUNTIES)	$ 34.66	23.88
PAINTER: NEW COMMERCIAL WORK: GROUP 8- TOWERS; TANKS; BRIDGES; STACKS OVER 30 FEET (REPAINT IS 90% OF GROUP RATE) (FULTON, HENRY, LUCAS, OTTAWA (EXCLUDING ALLEN, BAY, BONO, CATAWBA ISLAND, CLAY CENTER, CURTICE, DANBURY, EAGLE BEACH, ELLISTON, ELMORE, ERIE, FISHBACK, GEM BEACH, & GENOVA) & WOOD COUNTIES)	$ 34.66	23.88
PAINTER: NEW COMMERCIAL WORK: GROUP 9- EPOXY SPRAY (EXCLUDING WATER BASED) (REPAINT IS 90% OF GROUP RATE) (FULTON, HENRY, LUCAS, OTTAWA (EXCLUDING ALLEN, BAY, BONO, CATAWBA ISLAND, CLAY CENTER, CURTICE, DANBURY, EAGLE BEACH, ELLISTON, ELMORE, ERIE, FISHBACK, GEM BEACH, & GENOVA) & WOOD COUNTIES)	$ 34.66	23.88

PAIN0012-008 05/01/2019

	Rates	Fringes
PAINTER: GROUP 1- BRIDGE EQUIPMENT TENDER; BRIDGE/CONTAINMENT BUILDER (BUTLER COUNTY)	$ 21.95	10.20
PAINTER: GROUP 2- BRUSH & ROLLER (BUTLER COUNTY)	$ 25.30	10.20
PAINTER: GROUP 3- SPRAY (BUTLER COUNTY)	$ 25.80	10.20
PAINTER: GROUP 4- SANDBLASTING; & WATERBLASTING (BUTLER COUNTY)	$ 26.05	10.20
PAINTER: GROUP 5- ELEVATED TANKS; STEEPLEJACK WORK; BRIDGE; & LEAD ABATEMENT (BUTLER COUNTY)	$ 26.30	10.20

PAIN0012-010 05/01/2019

	Rates	Fringes
PAINTER HEAVY & HIGHWAY BRIDGES-GUARDRAILS-LIGHTPOLES- STRIPING BRIDGE EQUIPMENT TENDER AND CONTAINMENT BUILDER (BROWN, CLERMONT, HAMILTON & WARREN)	$ 21.95	10.20
PAINTER HEAVY & HIGHWAY BRIDGES-GUARDRAILS-LIGHTPOLES- STRIPING BRIDGES WHEN HIGHEST POINT OF CLEARANCE IS 60 FEET OR MORE; & LEAD ABATEMENT PROJECTS (BROWN, CLERMONT, HAMILTON & WARREN)	$ 26.30	10.20
PAINTER HEAVY & HIGHWAY BRIDGES-GUARDRAILS-LIGHTPOLES- STRIPING BRUSH & ROLLER (BROWN, CLERMONT, HAMILTON & WARREN)	$ 25.30	10.20
PAINTER HEAVY & HIGHWAY BRIDGES-GUARDRAILS-LIGHTPOLES- STRIPING SANDBLASTING & HOPPER TENDER; WATER BLASTING (BROWN, CLERMONT, HAMILTON & WARREN)	$ 26.05	10.20
PAINTER HEAVY & HIGHWAY BRIDGES-GUARDRAILS-LIGHTPOLES- STRIPING SPRAY (BROWN, CLERMONT, HAMILTON & WARREN)	$ 25.80	10.20

PAIN0093-001 12/01/2024

	Rates	Fringes
PAINTER: BRIDGES; LOCKS; DAMS; TENSION TOWERS; & ENERGIZED SUBSTATIONS (ATHENS, GUERNSEY, HOCKING, MONROE, MORGAN, NOBLE AND WASHINGTON COUNTIES)	$ 36.44	24.46
PAINTER: POWER GENERATING FACILITIES (ATHENS, GUERNSEY, HOCKING, MONROE, MORGAN, NOBLE AND WASHINGTON COUNTIES)	$ 33.29	24.46

PAIN0249-002 05/01/2025

	Rates	Fringes
PAINTER: GROUP 1: BRUSH & ROLLER (CLARK, DARKE, GREENE, MIAMI, MONTGOMERY & PREBLE)	$ 29.15	13.97
PAINTER: GROUP 2: SWING, SCAFFOLD BRIDGES; STRUCTURAL STEEL; OPEN ACID TANK; HIGH TENSION ELECTRICAL EQUIPMENT; & HOT PIPES (CLARK, DARKE, GREENE, MIAMI, MONTGOMERY & PREBLE)	$ 33.09	13.97
PAINTER: GROUP 3: SPRAY; SANDBLAST; STEAMCLEAN; LEAD ABATEMENT (CLARK, DARKE, GREENE, MIAMI, MONTGOMERY & PREBLE)	$ 29.90	13.97
PAINTER: GROUP 4: STEEPLEJACK WORK (CLARK, DARKE, GREENE, MIAMI, MONTGOMERY & PREBLE)	$ 30.10	13.97
PAINTER: GROUP 5: COAL TAR (CLARK, DARKE, GREENE, MIAMI, MONTGOMERY & PREBLE)	$ 30.65	13.97
PAINTER: GROUP 6: BRIDGE EQUIPMENT TENDER & OR CONTAINMENT BUILDER (CLARK, DARKE, GREENE, MIAMI, MONTGOMERY & PREBLE)	$ 37.86	13.97
PAINTER: GROUP 7: TANKS, STACKS & TOWERS (CLARK, DARKE, GREENE, MIAMI, MONTGOMERY & PREBLE)	$ 33.86	13.97
PAINTER: GROUP 8: BRIDGE BLASTER, RIGGER (CLARK, DARKE, GREENE, MIAMI, MONTGOMERY & PREBLE)	$ 40.86	13.97

PAIN0356-002 09/01/2009

	Rates	Fringes
PAINTER: BRIDGE EQUIPMENT TENDERS AND CONTAINMENT BUILDERS (KNOX, LICKING, MUSKINGUM, AND PERRY)	$ 27.93	7.25
PAINTER: BRIDGES; BLASTERS; AND RIGGERS (KNOX, LICKING, MUSKINGUM, AND PERRY)	$ 34.60	7.25
PAINTER: BRUSH AND ROLLER (KNOX, LICKING, MUSKINGUM, AND PERRY)	$ 20.93	7.25
PAINTER: SANDBLASTING; STEAM CLEANING; WATERBLASTING; AND HAZARDOUS WORK (KNOX, LICKING, MUSKINGUM, AND PERRY)	$ 25.82	7.25
PAINTER: SPRAY (KNOX, LICKING, MUSKINGUM, AND PERRY)	$ 21.40	7.25
PAINTER: STRUCTURAL STEEL AND SWING STAGE (KNOX, LICKING, MUSKINGUM, AND PERRY)	$ 25.42	7.25
PAINTER: TANKS; STACKS; AND TOWERS (KNOX, LICKING, MUSKINGUM, AND PERRY)	$ 28.63	7.25

PAIN0438-002 12/01/2023

	Rates	Fringes
PAINTER: BRIDGES, LOCKS, DAMS, TENSION TOWERS & ENERGIZED SUBSTATIONS (BELMONT, HARRISON AND JEFFERSON COUNTIES)	$ 36.09	19.49

PAINTER: POWER GENERATING FACILITIES (BELMONT, HARRISON AND JEFFERSON COUNTIES).....$ 32.94 19.49

PAIN0476-001 06/01/2025

	Rates	Fringes
PAINTER: GROUP 1- PAINTERS, BRUSH & ROLLER (COLUMBIANA, MAHONING, AND TRUMBULL COUNITES).....	$ 30.64	18.36
PAINTER: GROUP 2- BRIDGES (COLUMBIANA, MAHONING, AND TRUMBULL COUNITES).....	$ 40.27	18.36
PAINTER: GROUP 3- STRUCTURAL STEEL (COLUMBIANA, MAHONING, AND TRUMBULL COUNITES).....	$ 40.27	18.36
PAINTER: GROUP 4- SPRAY, EXCEPT BAR JOIST/DECK (COLUMBIANA, MAHONING, AND TRUMBULL COUNITES).....	$ 31.14	18.36
PAINTER: GROUP 5- EPOXY/MASTIC; SPRAY- BAR JOIST/DECK; WORKING ABOVE 50 FEET; AND SWINGSTAGES (COLUMBIANA, MAHONING, AND TRUMBULL COUNITES).....	$ 31.29	18.36
PAINTER: GROUP 6- TANKS; SANDBLASTING (COLUMBIANA, MAHONING, AND TRUMBULL COUNITES).....	$ 35.27	18.36
PAINTER: GROUP 7- TOWERS; STACKS (COLUMBIANA, MAHONING, AND TRUMBULL COUNITES).....	$ 32.64	18.36

PAIN0555-002 01/01/2025

	Rates	Fringes
PAINTER: GROUP 1- CONTAINMENT BUILDER (ADAMS, HIGHLAND, JACKSON, PIKE & SCIOTO).....	$ 33.32	21.54
PAINTER: GROUP 2- BRUSH; ROLLER; POWER TOOLS, UNDER 40 FEET (ADAMS, HIGHLAND, JACKSON, PIKE & SCIOTO)..	$ 35.02	21.54
PAINTER: GROUP 3- SAND BLASTING; SPRAY; STEAM CLEANING; PRESSURE WASHING; EPOXY & TWO COMPONENT MATERIALS; LEAD ABATEMENT; HAZARDOUS WASTE; TOXIC MATERIALS; BULK & STORAGE TANKS OF 25,000 GALLON CAPACITY OR MORE; ELEVATED TANKS (ADAMS, HIGHLAND, JACKSON, PIKE & SCIOTO).....	$ 36.72	21.54
PAINTER: GROUP 4- STACKS; BRIDGES (ADAMS, HIGHLAND, JACKSON, PIKE & SCIOTO).....	$ 40.03	21.54

PAIN0639-001 05/01/2011

	Rates	Fringes
SIGN PAINTER & ERECTOR FOOTNOTES: A. 7 PAID HOLIDAYS: NEW YEAR'S DAY; MEMORIAL DAY; JULY 4TH; LABOR DAY; THANKSGIVING DAY; CHRISTMAS DAY & 1 FLOATING DAY B. VACATION PAY: AFTER 1 YEAR'S SERVICE - 5 DAYS' PAID VACATION; AFTER 2, BUT LESS THAN 10 YEARS' SERVICE - 10 DAYS' PAID VACATION; AFTER 10, BUT LESS THAN 20 YEARS' SERVICE - 15 DAYS' PAID VACATION; AFTER 20 YEARS' SERVICE - 20 DAYS' PAID VACATION C. FUNERAL LEAVE UP TO 3 DAYS MAXIMUM PAID LEAVE FOR DEATH OF MOTHER, FATHER, BROTHER, SISTER, SPOUSE, CHILD, MOTHER-IN-LAW, FATHER-IN-LAW, GRANDPARENT AND INLAW PROVIDED EMPLOYEE ATTENDS FUNERAL.....	$ 20.61	3.50

PAIN0788-002 06/01/2024

	Rates	Fringes
PAINTER: BRUSH & ROLLER (ASHLAND, CRAWFORD, ERIE, HANCOCK, HURON, MARION, MORROW, OTTAWA (ALLEN, BAY, BONO, CATAWBA ISLAND, CLAY CENTER, CURTICE, DANBURY, EAGLE BEACH, ELLISTON, ELMORE, ERIE, FISHBACK, GEM BEACH & GENOA), RICHLAND, SANDUSKY, SENECA & WYANDOT) WINTER REPAINT: BETWEEN DECEMBER 1 TO MARCH 31 - 90%JR $.50 PER HOUR SHALL BE ADDED TO THE RATE OF PAY FOR THE CLASSIFICATION OF WORK: WHILE WORKING SWINGSTAGE, BOATSWAIN CHAIR, NEEDLE BEAM AND HORIZONTAL CABLE. WHILE OPERATING SPRAYGUNS, SANDBLASTING, COBBLASTING AND HIGH PRESSURE WATERBLASTING (4000PSI). $1.00 PER HOUR SHALL BE ADDED TO THE RATE OF PAY FOR THE CLASSIFICATION OF WORK: FOR THE APPLICATION OF CATALIZED EPOXY, INCLUDING LATEX EPOXY THAT IS DEEMED HAZARDOUS, LEAD ABATEMENT, OR FOR WORK OR MATERIAL WHERE SPECIAL PRECAUTIONS BEYOND NORMAL WORK DUTIES MUST BE TAKEN. FOR WORKING ON STACKS, TANKS, AND TOWERS OVER 40 FEET IN HEIGHT.....	$ 29.13	17.52
PAINTER: STRUCTURAL STEEL (ASHLAND, CRAWFORD, ERIE, HANCOCK, HURON, MARION, MORROW, OTTAWA (ALLEN, BAY, BONO, CATAWBA ISLAND, CLAY CENTER, CURTICE,		

DANBURY, EAGLE BEACH, ELLISTON, ELMORE, ERIE, FISHBACK, GEM BEACH & GENOA), RICHLAND, SANDUSKY, SENECA & WYANDOT) WINTER REPAINT: BETWEEN DECEMBER 1 TO MARCH 31 - 90%JR $.50 PER HOUR SHALL BE ADDED TO THE RATE OF PAY FOR THE CLASSIFICATION OF WORK: WHILE WORKING SWINGSTAGE, BOATSWAIN CHAIR, NEEDLE BEAM AND HORIZONTAL CABLE. WHILE OPERATING SPRAYGUNS, SANDBLASTING, COBBLASTING AND HIGH PRESSURE WATERBLASTING (4000PSI). $1.00 PER HOUR SHALL BE ADDED TO THE RATE OF PAY FOR THE CLASSIFICATION OF WORK: FOR THE APPLICATION OF CATALIZED EPOXY, INCLUDING LATEX EPOXY THAT IS DEEMED HAZARDOUS, LEAD ABATEMENT, OR FOR WORK OR MATERIAL WHERE SPECIAL PRECAUTIONS BEYOND NORMAL WORK DUTIES MUST BE TAKEN. FOR WORKING ON STACKS, TANKS, AND TOWERS OVER 40 FEET IN HEIGHT.....$ 30.73 17.52

PAIN0813-005 12/01/2008

	Rates	Fringes
PAINTER: BASE RATE (GALLIA, LAWRENCE, MEIGS & VINTON)	$ 24.83	10.00
PAINTER: BRIDGES, LOCKS, DAMS & TENSION TOWERS (GALLIA, LAWRENCE, MEIGS & VINTON)	$ 27.83	10.00

PAIN0841-001 07/01/2025

	Rates	Fringes
PAINTERS: GROUP 1- BRUSH, ROLLER & PAPERHANGER (MEDINA, PORTAGE (SOUTH OF AND INCLUDING OHIO TURNPIKE), AND SUMMIT (SOUTH OF AND INCLUDING OHIO TURNPIKE) COUNTIES)	$ 31.93	18.15
PAINTERS: GROUP 2- EPOXY APPLICATION (MEDINA, PORTAGE (SOUTH OF AND INCLUDING OHIO TURNPIKE), AND SUMMIT (SOUTH OF AND INCLUDING OHIO TURNPIKE) COUNTIES)	$ 32.58	18.15
PAINTERS: GROUP 3- SWING SCAFFOLD, BOSUM CHAIR, & WINDOW JACK (MEDINA, PORTAGE (SOUTH OF AND INCLUDING OHIO TURNPIKE), AND SUMMIT (SOUTH OF AND INCLUDING OHIO TURNPIKE) COUNTIES)	$ 32.68	18.15
PAINTERS: GROUP 4- SPRAY GUN OPERATOR OF ANY & ALL COATINGS (MEDINA, PORTAGE (SOUTH OF AND INCLUDING OHIO TURNPIKE), AND SUMMIT (SOUTH OF AND INCLUDING OHIO TURNPIKE) COUNTIES)	$ 32.78	18.15
PAINTERS: GROUP 5- SANDBLAST, PAINTING OF STANDPIPES, ETC. FROM SCAFFOLDS, BRIDGE WORK AND/OR OPEN STRUCTURAL STEEL, STANDPIPES AND/OR WATER TOWERS (MEDINA, PORTAGE (SOUTH OF AND INCLUDING OHIO TURNPIKE), AND SUMMIT (SOUTH OF AND INCLUDING OHIO TURNPIKE) COUNTIES)	$ 33.18	18.15
PAINTERS: GROUP 6- PUBLIC & COMMERCE TRANSPORTATION, STEEL OR GALVANIZED, BRIDGES, TUNNELS & RELATED SUPPORT ITEMS (CONCRETE) (MEDINA, PORTAGE (SOUTH OF AND INCLUDING OHIO TURNPIKE), AND SUMMIT (SOUTH OF AND INCLUDING OHIO TURNPIKE) COUNTIES)	$ 38.60	18.15
PAINTERS: GROUP 7- SYNTHETIC EXTERIOR, DRYWALL FINISHER AND/OR TAPER, DRYWALL FINISHER AND FOLLOW-UP MAN USING AUTOMATIC TOOLS (MEDINA, PORTAGE (SOUTH OF AND INCLUDING OHIO TURNPIKE), AND SUMMIT (SOUTH OF AND INCLUDING OHIO TURNPIKE) COUNTIES)	$ 33.18	18.15

PAIN0841-002 07/01/2025

	Rates	Fringes
PAINTER: BRIDGES; TOWERS, POLES & STACKS; SANDBLASTING STEEL; STRUCTURAL STEEL & METALIZING (CARROLL, COSHOCTON, HOLMES, STARK, TUSCARAWAS & WAYNE)	$ 33.18	18.15
PAINTER: BRUSH & ROLLER (CARROLL, COSHOCTON, HOLMES, STARK, TUSCARAWAS & WAYNE)	$ 31.93	18.15
PAINTER: SPRAY; TANK INTERIOR & EXTERIOR (CARROLL, COSHOCTON, HOLMES, STARK, TUSCARAWAS & WAYNE)	$ 32.78	18.15

PAIN1020-002 07/01/2025

	Rates	Fringes
PAINTER: BRUSH & ROLLER (ALLEN, AUGLAIZE, CHAMPAIGN, DEFIANCE, HARDIN, LOGAN, MERCER,		

PAULDING, PUTNAM, SHELBY, VAN WERT, AND WILLIAMS COUNTIES) ALL SURFACES 40 FT. OR OVER WHERE MATERIAL IS APPLIED TO OR LABOR PERFORMED ON, ABOVE GROUND LEVEL (EXTERIOR), FLOOR LEVEL (INTERIOR) - $.50 PREMIUM APPLYING COAL TAR PRODUCTS - $1.00 PREMIUM.....$ 27.59 18.54

PAINTER: DRYWALL FINISHING & TAPING (ALLEN, AUGLAIZE, CHAMPAIGN, DEFIANCE, HARDIN, LOGAN, MERCER, PAULDING, PUTNAM, SHELBY, VAN WERT, AND WILLIAMS COUNTIES): LL SURFACES 40 FT. OR OVER WHERE MATERIAL IS APPLIED TO OR LABOR PERFORMED ON, ABOVE GROUND LEVEL (EXTERIOR), FLOOR LEVEL (INTERIOR) - $.50 PREMIUM APPLYING COAL TAR PRODUCTS - $1.00 PREMIUM.....$ 28.34 18.54

PAINTER: LEAD ABATEMENT (ALLEN, AUGLAIZE, CHAMPAIGN, DEFIANCE, HARDIN, LOGAN, MERCER, PAULDING, PUTNAM, SHELBY, VAN WERT, AND WILLIAMS COUNTIES) ALL SURFACES 40 FT. OR OVER WHERE MATERIAL IS APPLIED TO OR LABOR PERFORMED ON, ABOVE GROUND LEVEL (EXTERIOR), FLOOR LEVEL (INTERIOR) - $.50 PREMIUM APPLYING COAL TAR PRODUCTS - $1.00 PREMIUM.....$ 29.34 18.54

PAINTER: SPRAY, SANDBLASTING PRESSURE CLEANING, & REFINERY (ALLEN, AUGLAIZE, CHAMPAIGN, DEFIANCE, HARDIN, LOGAN, MERCER, PAULDING, PUTNAM, SHELBY, VAN WERT, AND WILLIAMS COUNTIES) ALL SURFACES 40 FT. OR OVER WHERE MATERIAL IS APPLIED TO OR LABOR PERFORMED ON, ABOVE GROUND LEVEL (EXTERIOR), FLOOR LEVEL (INTERIOR) - $.50 PREMIUM APPLYING COAL TAR PRODUCTS - $1.00 PREMIUM.....$ 28.34 18.54

PAINTER: SWING STAGE, CHAIR, SPIDERS, & CHERRY PICKERS (ALLEN, AUGLAIZE, CHAMPAIGN, DEFIANCE, HARDIN, LOGAN, MERCER, PAULDING, PUTNAM, SHELBY, VAN WERT, AND WILLIAMS COUNTIES) ALL SURFACES 40 FT. OR OVER WHERE MATERIAL IS APPLIED TO OR LABOR PERFORMED ON, ABOVE GROUND LEVEL (EXTERIOR), FLOOR LEVEL (INTERIOR) - $.50 PREMIUM APPLYING COAL TAR PRODUCTS - $1.00 PREMIUM.....$ 27.84 18.54

PAINTER: WALLCOVERINGS (ALLEN, AUGLAIZE, CHAMPAIGN, DEFIANCE, HARDIN, LOGAN, MERCER, PAULDING, PUTNAM, SHELBY, VAN WERT, AND WILLIAMS COUNTIES) ALL SURFACES 40 FT. OR OVER WHERE MATERIAL IS APPLIED TO OR LABOR PERFORMED ON, ABOVE GROUND LEVEL (EXTERIOR), FLOOR LEVEL (INTERIOR) - $.50 PREMIUM APPLYING COAL TAR PRODUCTS - $1.00 PREMIUM.....$ 28.34 18.54

PAIN1275-002 05/01/2025

	Rates	Fringes
PAINTER: BRIDGES (DELAWARE, FAIRFIELD, FAYETTE, FRANKLIN, MADISON, PICKAWAY, ROSS & UNION)	$ 37.26	15.16
PAINTER: BRUSH; ROLLER (DELAWARE, FAIRFIELD, FAYETTE, FRANKLIN, MADISON, PICKAWAY, ROSS & UNION)	$ 30.20	15.16
PAINTER: SANDBLASTING; STEAMCLEANING; WATERBLASTING (3500 PSI OR OVER)& HAZARDOUS WORK (DELAWARE, FAIRFIELD, FAYETTE, FRANKLIN, MADISON, PICKAWAY, ROSS & UNION)	$ 32.35	15.16
PAINTER: SPRAY (DELAWARE, FAIRFIELD, FAYETTE, FRANKLIN, MADISON, PICKAWAY, ROSS & UNION)	$ 32.15	15.16
PAINTER: STACKS; TANKS; & TOWERS (DELAWARE, FAIRFIELD, FAYETTE, FRANKLIN, MADISON, PICKAWAY, ROSS & UNION)	$ 34.46	15.16
PAINTER: STRUCTURAL STEEL & SWING STAGE (DELAWARE, FAIRFIELD, FAYETTE, FRANKLIN, MADISON, PICKAWAY, ROSS & UNION)	$ 30.50	15.16

PLAS0109-001 06/01/2025

	Rates	Fringes
PLASTERER (MEDINA, PORTAGE, STARK, AND SUMMIT COUNTIES)	$ 33.00	23.83

PLAS0109-003 06/01/2025

	Rates	Fringes
PLASTERER (CARROLL, HOLMES, TUSCARAWAS, AND WAYNE COUNTIES)	$ 33.00	23.83

PLAS0132-002 07/01/2025

	Rates	Fringes
PLASTERER (BROWN, BUTLER, CLERMONT, HAMILTON, HIGHLAND, WARREN COUNTIES)	$ 31.35	17.65

PLAS0404-002 05/01/2018

	Rates	Fringes
PLASTERER (ASHTABULA, CUYAHOGA, GEAUGA, AND LAKE COUNTIES)	$ 29.63	17.11

PLAS0404-003 05/01/2018

	Rates	Fringes
PLASTERER (LORAIN COUNTY)	$ 28.86	17.11

PLAS0526-022 05/01/2018

	Rates	Fringes
PLASTERER (COLUMBIANA, MAHONING, AND TRUMBULL COUNTIES)	$ 28.86	17.11

PLAS0526-023 05/01/2018

	Rates	Fringes
PLASTERER (BELMONT, HARRISON, AND JEFFERSON COUNTIES)	$ 28.21	17.11

PLAS0886-001 07/01/2025

	Rates	Fringes
PLASTERER (FULTON, HANCOCK, HENRY, LUCAS, PUTNAM, AND WOOD COUNTIES)	$ 36.65	25.60

PLAS0886-003 07/01/2025

	Rates	Fringes
PLASTERER (DEFIANCE, ERIE, HURON, OTTAWA, PAULDING, SANDUSKY, AND SENECA)	$ 36.65	25.60

PLAS0886-004 07/01/2025

	Rates	Fringes
PLASTERER (ALLEN, AUGLAIZE, HARDIN, LOGAN, MERCER, AND VAN WERT)	$ 35.29	23.07

PLUM0042-002 07/01/2025

	Rates	Fringes
PLUMBER, PIPEFITTER, STEAMFITTER (ASHLAND, CRAWFORD, ERIE, HURON, KNOX, LORAIN, MORROW, RICHLAND & WYANDOT)	$ 43.02	26.45

PLUM0050-002 06/30/2025

	Rates	Fringes
PLUMBER, PIPEFITTER, STEAMFITTER (DEFIANCE, FULTON, HANCOCK, HENRY, LUCAS, OTTAWA, PAULDING, PUTNAM, SANDUSKY, SENECA, WILLIAMS & WOOD)	$ 51.00	32.56

PLUM0055-003 05/05/2025

	Rates	Fringes
PLUMBER (ASHTABULA, CUYAHOGA, GEAUGA, LAKE, MEDINA (N. OF RTE. #18 & SMITH ROAD) & SUMMIT (N. OF RTE. #303, INCLUDING THE CORPORATE LIMITS OF THE CITY OF HUDSON))	$ 44.86	30.03

PLUM0083-001 07/01/2023

	Rates	Fringes
PLUMBER AND STEAMFITTER (BELMONT & MONROE (NORTH OF RTE. #78))	$ 35.94	37.35

PLUM0094-002 05/01/2025

	Rates	Fringes
PLUMBER/PIPEFITTER (CARROLL (NORTHEN HALF), STARK, AND WAYNE COUNTIES)	$ 47.48	27.14

PLUM0120-002 05/01/2025

	Rates	Fringes
PIPEFITTER (ASHTABULA, CUYAHOGA, GEAUGA, LAKE, LORAIN (THE C.E.I. POWER HOUSE IN AVON LAKE), MEDINA (N. OF RTE. #18) & SUMMIT (N. OF #303)).....	$ 49.17	28.55

PLUM0162-002 06/01/2024

	Rates	Fringes
PLUMBER, PIPEFITTER, STEAMFITTER (CHAMPAIGN, CLARK, CLINTON, DARKE, FAYETTE, GREENE, MIAMI, MONTGOMERY & PREBLE).....	$ 43.05	27.18

PLUM0168-002 06/01/2025

	Rates	Fringes
PLUMBER/PIPEFITTER (MEIGS, MONROE (SOUTH OF RTE. #78), MORGAN (SOUTH OF RTE. #78) & WASHINGTON).....	$ 40.92	37.20

PLUM0189-002 06/01/2025

	Rates	Fringes
PLUMBER, PIPEFITTER, STEAMFITTER (DELAWARE, FAIRFIELD, FRANKLIN, HOCKING, LICKING, MADISON, MARION, PERRY, PICKAWAY, ROSS & UNION).....	$ 53.00	27.59

PLUM0219-002 06/01/2025

	Rates	Fringes
PLUMBER AND STEAMFITTER (MEDINA (RTE. #18 FROM EASTERN EDGE OF MEDINA CO., WEST TO EASTERN CORPORATE LIMITS OF THE CITY OF MEDINA, & ON THE COUNTY ROAD FROM THE WEST CORPORATE LIMITS OF MEDINA RUNNING DUE WEST TO AND THROUGH COMMUNITY OF RISLEY TO THE WESTERN EDGE OF MEDINA COUNTY - ALL TERRITORY SOUTH OF THIS LINE), PORTAGE, AND SUMMIT (S. OF RTE. #303) COUNTIES).....	$ 46.87	28.39

PLUM0392-002 06/01/2025

	Rates	Fringes
PLUMBER/PIPEFITTER (BROWN, BUTLER, CLERMONT, HAMILTON & WARREN).....	$ 43.30	27.40

PLUM0396-001 06/01/2025

	Rates	Fringes
PLUMBER/PIPEFITTER (COLUMBIANA (EXCLUDING WASHINGTON & YELLOW CREEK TOWNSHIPS & LIVERPOOL TWP. - SECS. 35 & 36 - WEST OF COUNTY ROAD #427), MAHONING AND TRUMBULL COUNTIES).....	$ 40.55	29.25

PLUM0495-002 06/01/2025

	Rates	Fringes
PLUMBER, PIPEFITTER, STEAMFITTER (CARROLL (ROSE, MONROE, UNION, LEE, ORANGE, PERRY & LOUDON TOWNSHIPS), COLUMBIANA (WASHINGTON & YELLOW CREEK TOWNSHIPS & LIVERPOOL TOWNSHIP, SECS. 35 & 36, WEST OF COUNTY RD. #427), COSHOCTON, GUERNSEY, HARRISON, HOLMES, JEFFERSON, MORGAN (SOUTH TO STATE RTE. #78 & FROM MCCONNELSVILLE WEST ON STATE RTE. #37 TO THE PERRY COUNTY LINE), MUSKINGUM, NOBLE, AND TUSCARAWAS COUNTIES).....	$ 39.32	37.60

PLUM0577-002 06/01/2025

	Rates	Fringes
PLUMBER, PIPEFITTER, STEAMFITTER (ADAMS, ATHENS, GALLIA, HIGHLAND, JACKSON, LAWRENCE, PIKE, SCIOTO & VINTON).....	$ 42.65	28.56

PLUM0776-002 07/01/2025

	Rates	Fringes
PLUMBER, PIPEFITTER, STEAMFITTER (ALLEN, AUGLAIZE, HARDIN, LOGAN, MERCER, SHELBY AND VAN WERT COUNTIES).....	$ 42.76	30.81

TEAM0377-003 05/01/2025

	Rates	Fringes

TRUCK DRIVER: GROUP 1- ASPHALT DISTRIBUTOR; BATCH; 4- WHEEL SERVICE; 4-WHEEL DUMP; OIL DISTRIBUTOR & TANDEM (STATEWIDE, EXCEPT CUYAHOGA, GEAUGA & LAKE).....$ 34.26 18.85

TRUCK DRIVER: GROUP 2- TRACTOR-TRAILER COMBINATION: FUEL; POLE TRAILER; READY MIX; SEMI-TRACTOR; & ASPHALT OIL SPRAYBAR MAN WHEN OPERATED FROM CAB; 5 AXLES & OVER; BELLY DUMP; END DUMP; ARTICULATED DUMP; HEAVY DUTY EQUIPMENT; LOW BOY; & TRUCK MECHANIC (STATEWIDE, EXCEPT CUYAHOGA, GEAUGA & LAKE).....$ 35.26 18.85

TEAM0436-002 05/01/2025

	Rates	Fringes
TRUCK DRIVER: GROUP 1- STRAIGHT & DUMP, STRAIGHT FUEL (CUYAHOGA, GEAUGA & LAKE)	$ 34.92	19.30
TRUCK DRIVER: GROUP 2- SEMI FUEL, SEMI TRACTOR, EUCLIDS, DARTS, TANK, ASPHALT SPREADERS, LOW BOYS, CARRY-ALL, TOURNA-ROCKERS, HI-LIFTS, EXTRA LONG TRAILERS, SEMI-POLE TRAILERS, DOUBLE HOOK-UP TRACTOR TRAILERS INCLUDING TEAM TRACK & RAILROAD SIDING, SEMI-TRACTOR & TRI-AXLE TRAILER, TANDEM TRACTOR & TANDEM TRAILER, TAG ALONG TRAILER, EXPANDABLE TRAILER OR TOWING REQUIRING ROAD PERMITS, READY-MIX (AGITATOR OR NON-AGITATOR), BULK CONCRETE DRIVER, DRY BATCH TRUCK, ARTICULATED END DUMP (CUYAHOGA, GEAUGA & LAKE)	$ 35.73	19.30

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

==========

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

Note: Executive Order 13658 generally applies to contracts subject to the Davis-Bacon Act that were awarded on or between January 1, 2015 and January 29, 2022, and that have not been renewed or extended on or after January 30, 2022. Executive Order 13658 does not apply to contracts subject only to the Davis-Bacon Related Acts regardless of when they were awarded. If a contract is subject to Executive Order 13658, the contractor must pay all covered workers at least $13.65 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract from May 11, 2026, through December 31, 2026. The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under Executive Order 13658 is available at www.dol.gov/whd/govcontracts.

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

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular

rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

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

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

Union Average Rate Identifiers

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

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

Survey Rate Identifiers

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

SU wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

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

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

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

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

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

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

==========

END OF GENERAL DECISION"