

PROJECT MANUAL

# LIFT STATION REPAIR PROJECT

APRIL 2026

PREPARED BY:



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PREPARED FOR:

Village of Jeffersonville  
8 N. Main Street  
Jeffersonville, OH 43128

0000043089

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**ADVERTISEMENT FOR BIDS/PUBLIC NOTICE TO BIDDERS**

Sealed bids will be received at the office of the Village of Jeffersonville, 8 N. Main Street, Jeffersonville, Ohio 43128 until 11:00 a.m. on April 21, 2026, and will be opened and read immediately thereafter for the

**LIFT STATION REPAIR PROJECT**

**OPINION OF PROBABLE CONSTRUCTION COST: \$350,000**

**COMPLETION DATE: March 26, 2027**

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 Dollars (\$100.00) 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](mailto:planroom@verdantas.com) or call (440) 530-2351 if you encounter any problems viewing, registering or paying for the documents.

This project will be funded by the Water Pollution Control Loan 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).

Publish: *Village of Jeffersonville website <https://jeffersonvilleoh.gov>, April 1, 2026*

## SECTION 002113 - INSTRUCTIONS TO BIDDERS

A. These Instructions to Bidders establish requirements for Bidding and Award of Contract.

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ARTICLE 1 DEFINED TERMS

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

A. Issuing Office--The office from which the Bidding Documents are to be issued and where the bidding procedures are to be administered.

ARTICLE 2 COPIES OF BIDDING DOCUMENTS

2.01 Complete sets of the Bidding Documents in the number and for the deposit sum, if any, stated in the Advertisement or Invitation to Bid may be obtained from the Issuing Office.

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

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

### ARTICLE 3 QUALIFICATIONS OF BIDDERS

3.01 To demonstrate Bidder's qualifications to perform the Work, within five days of Owner's request, Bidder shall submit written evidence such as financial data, previous experience, present commitments, and such other data as may be called for below.

3.02 Bidder must be prepared to submit evidence of Bidder's qualifications to do business in the state where the Project is located prior to award.

3.03 Bidder shall submit Section 004513 "Bidders Qualifications" and all information requested therein with the Bid.

### ARTICLE 4 EXAMINATION OF BIDDING DOCUMENTS, OTHER RELATED DATA, AND SITE

#### 4.01 Subsurface and Physical Conditions

A. The Supplementary Conditions identify:

1. Those reports of explorations and tests of subsurface conditions at or contiguous to the Site that Engineer has used in preparing the Bidding Documents.

2. Those drawings of physical conditions in or relating to existing surface and subsurface structures at or contiguous to the Site (except Underground Facilities) that Engineer has used in preparing the Bidding Documents.

B. Copies of reports and drawings referenced in Paragraph 4.01.A will be made available by Owner to any Bidder on request. Those reports and drawings are not part of the Contract Documents, but the "technical data" contained therein upon which Bidder is entitled to rely as provided in Paragraph 4.02 of the General Conditions has been identified and established in Paragraph 4.02 of the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any "technical data" or any other data, interpretations, opinions or information contained in such reports or shown or indicated in such drawings.

#### 4.02 Underground Facilities

A. Information and data shown or indicated in the Bidding Documents with respect to existing Underground Facilities at or contiguous to the Site is based upon information and data furnished to Owner and Engineer by owners of such Underground Facilities, including Owner, or others.

#### 4.03 Hazardous Environmental Condition

A. The Supplementary Conditions identify those reports and drawings relating to a Hazardous Environmental Condition identified at the Site, if any, that Engineer has used in preparing the Bidding Documents.

B. Copies of reports and drawings referenced in Paragraph 4.03.A will be made available by Owner to any Bidder on request. Those reports and drawings are not part of the Contract Documents, but the “technical data” contained therein upon which Bidder is entitled to rely as provided in Paragraph 4.06 of the General Conditions has been identified and established in Paragraph 4.06 of the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any “technical data” or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.

4.04 Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to subsurface conditions, other physical conditions and Underground Facilities, and possible changes in the Bidding Documents due to differing or unanticipated conditions appear in Paragraphs 4.02, 4.03, and 4.04 of the General Conditions. Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to a Hazardous Environmental Condition at the Site, if any, and possible changes in the Contract Documents due to any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work appear in Paragraph 4.06 of the General Conditions.

4.05 On request, Owner will provide Bidder access to the Site to conduct such examinations, investigations, explorations, tests, and studies as Bidder deems necessary for submission of a Bid. Bidder shall fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies. Bidder shall comply with all applicable Laws and Regulations relative to excavation and utility locates.

4.06 Reference is made to Article 7 of the Supplementary Conditions for the identification of the general nature of other work that is to be performed at the Site by Owner or others (such as utilities and other prime contractors) that relates to the Work contemplated by these Bidding Documents. On request, Owner will provide to each Bidder for examination access to or copies of Contract Documents (other than portions thereof related to price) for such other work.

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

A. examine and carefully study the Bidding Documents, the other related data identified in the Bidding Documents, and any Addenda;

B. visit the Site and become familiar with and satisfy Bidder as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work;

C. become familiar with and satisfy Bidder as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work;

D. carefully study all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in Paragraph 4.02 of the General Conditions, and (2) reports and drawings of Hazardous Environmental Conditions at the Site which have been identified in the Supplementary Conditions as provided in Paragraph 4.06 of the General Conditions;

E. obtain and carefully study (or accept consequences of not doing so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents, and safety precautions and programs incident thereto;

F. agree at the time of submitting its Bid that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents;

G. become aware of the general nature of the work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents;

H. correlate the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents;

I. promptly give Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution thereof by Engineer is acceptable to Bidder; and

J. determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work.

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

## ARTICLE 5 PRE-BID CONFERENCE

5.01 A prebid conference will be held at 11:30 AM local time on March 9, 2026 at the Village of Jeffersonville Village Office, 8 N. Main Street, Jeffersonville, OH 43128. Representatives of Owner and Engineer will be present to discuss the Project. Bidders are encouraged to attend and participate in the conference. Engineer will transmit to all prospective Bidders of record such Addenda as Engineer considers necessary in response to questions arising at the conference. Oral statements may not be relied upon and will not be binding or legally effective.

#### ARTICLE 6 SITE AND OTHER AREAS

6.01 The Site is identified in the Bidding Documents. Easements for permanent structures or permanent changes in existing facilities are to be obtained and paid for by Owner unless otherwise provided in the Bidding Documents. All additional lands and access thereto required for temporary construction facilities, construction equipment, or storage of materials and equipment to be incorporated in the Work are to be obtained and paid for by Contractor.

#### ARTICLE 7 INTERPRETATIONS AND ADDENDA

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

7.02 Addenda may be issued to clarify, correct, or change the Bidding Documents as deemed advisable by Owner or Engineer.

#### ARTICLE 8 BID SECURITY

8.01 A Bid must be accompanied by a Bid Guarantee, payable to Owner, in the form of either:

- 1) A Bid Guaranty in the amount of 100% of the Bid, or
- 2) A Certified Check, or Cashier's Check, or a Letter of Credit, pursuant to Chapter 1305 of the Ohio Revised Code, in the amount of 10% of the Bid.

The Bid Guaranty shall provide for the requirements of Section 153.54 of the Ohio Revised Code, and provide that, upon the recommending of award of the Contract, the Bidder will enter into a Contract in accordance with the Bid, Drawings and Specifications.

8.02 The Bid Guaranty or Bid Bond provided in accordance with Paragraph 8.01 shall be returned to all unsuccessful Bidders immediately after the Contract is executed. The bid security of the successful Bidder shall be returned upon filing of the requisite performance and payment bonds related to the Work.

8.03 The Bid security of the Successful Bidder will be retained until such Bidder has executed the Contract Documents, furnished the required contract security, and met the other conditions of the Notice of Award. If the successful Bidder fails to execute and deliver the Contract Documents and furnish the required contract security within 10 days after the Notice of Award, the Owner may annul the Notice of Award and the Bid security of the Bidder will be forfeited.

8.04 Bid guaranties shall be returned to all unsuccessful Bidders immediately after the Contract is executed.

#### ARTICLE 9 CONTRACT TIMES

9.01 The number of days within which, or the dates by which, milestones, if any, are to be achieved and the Work is to be substantially completed and ready for final payment are set forth in the Agreement (or incorporated therein by reference to the attached Bid Form).

#### ARTICLE 10 LIQUIDATED DAMAGES

10.01 Provisions for liquidated damages, if any, are set forth in the Agreement.

#### ARTICLE 11 SUBSTITUTE AND “OR-EQUAL” ITEMS

11.01 The Contract, if awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents without consideration of possible substitute or “or-equal” items. Whenever it is specified or described in the Bidding Documents that a substitute or “or-equal” item of material or equipment may be furnished or used by Contractor if acceptable to Engineer, application for such acceptance will not be considered by Engineer until after the Effective Date of the Agreement.

#### ARTICLE 12 SUBCONTRACTORS, SUPPLIERS, AND OTHERS

12.01 If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, individuals, or entities to be submitted to Owner in advance of a specified date prior to the Effective Date of the Agreement, the apparent Successful Bidder, and any other Bidder so requested, shall within five days after Bid opening, submit to Owner a list of all such Subcontractors, Suppliers, individuals, or entities proposed for those portions of the Work for which such identification is required. Such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor, Supplier, individual, or entity if requested by Owner. If Owner or Engineer, after due investigation, has reasonable objection to any proposed Subcontractor, Supplier, individual, or entity, Owner may, before the Notice of Award is given, request apparent Successful Bidder to submit a substitute without an increase in the Bid.

12.02 If apparent Successful Bidder declines to make any such substitution, Owner may award the Contract to the next lowest Bidder that proposes to use acceptable Subcontractors, Suppliers, individuals, or entities. Declining to make requested substitutions will not constitute grounds for forfeiture of the Bid security of any Bidder. Any Subcontractor, Supplier, individual, or entity so listed and against which Owner or Engineer makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and Engineer subject to revocation of such acceptance after the Effective Date of the Agreement as provided in Paragraph 6.06 of the General Conditions.

12.03 Contractor shall not be required to employ any Subcontractor, Supplier, individual, or entity against whom Contractor has reasonable objection.

12.04 In contracts where the Contract Price is on the basis of cost-of-the-work plus a fee, the apparent successful Bidder, prior to the Notice of Award, shall identify in writing to Owner those portions of the work that such Bidder proposes to subcontract and after the Notice of Award may only subcontract other portions of the work with Owner's written consent.

### ARTICLE 13 PREPARATION OF BID

13.01 The Bid Form is included with the Bidding Documents.

13.02 All blanks on the Bid Form shall be completed by printing in ink or by typewriter and the Bid signed in ink. Erasures or alterations shall be initialed in ink by the person signing the Bid Form. A Bid price shall be indicated for each section, Bid item, alternative, adjustment unit price item, and unit price item listed therein. Bidder shall not leave blanks or place a zero amount for any of the items.

13.03 A Bid by a corporation shall be executed in the corporate name by the president or a vice-president or other corporate officer accompanied by evidence of authority to sign. The corporate seal shall be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown below the signature.

13.04 A Bid by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The official address of the partnership shall be shown below the signature.

13.05 A Bid by a limited liability company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm shall be shown below the signature.

13.06 A Bid by an individual shall show the Bidder's name and official address.

13.07 A Bid by a joint venture shall be executed by each joint venturer in the manner indicated on the Bid Form. The official address of the joint venture shall be shown below the signature.

13.08 All names shall be typed or printed in ink below the signatures.

13.09 The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers of which shall be filled in on the Bid Form.

13.10 The address and telephone number for communications regarding the Bid shall be shown.

13.11 The Bid shall contain evidence of Bidder's authority and qualification to do business in the state where the Project is located or covenant to obtain such qualification prior to award of the Contract. Bidder's state contractor license number, if any, shall also be shown on the Bid Form.

### ARTICLE 14 BASIS OF BID; COMPARISON OF BIDS

14.01 Unit Price

A. Bidders shall submit a Bid on a unit price basis for each item of Work listed in the Bid schedule.

B. The total of all estimated prices will be the sum of the products of the estimated quantity of each item and the corresponding unit price. The final quantities and Contract Price will be determined in accordance with Paragraph 11.03 of the General Conditions.

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

14.02 The Bid price shall include such amounts as the Bidder deems proper for overhead and profit on account of cash allowances, if any, named in the Contract Documents as provided in Paragraph 11.02 of the General Conditions.

#### ARTICLE 15 SUBMITTAL OF BID

15.01 Bids will be received for all divisions of the Specifications and all other provisions of the Bidding Documents.

15.02 Bidder is furnished one copy of the Bidding Documents with one separate unbound copy of the Bid Forms and the Bid Bond. The unbound copy of the Bid Forms is to be completed and submitted with the Bid security along with any data required by the Bidding Documents to be attached to and made a condition of the Bid. Additional copies may be obtained from the Issuing Office.

15.03 A Bid shall be submitted no later than the date and time prescribed and at the place indicated in the Advertisement or Invitation to Bid and shall be enclosed in an opaque sealed envelope plainly marked with the Project title (and, if applicable, the designated portion of the Project for which the Bid is submitted), the name and address of Bidder, and shall be accompanied by the Bid security and other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid shall be enclosed in a separate envelope plainly marked on the outside with the notation "BID ENCLOSED." A mailed Bid shall be addressed to place indicated in the Advertisement or Invitation to Bid. No relief will be provided for a mailed Bid not being received by the prescribed time. No Bid will be considered which is received after the time set for receiving Bids.

#### ARTICLE 16 MODIFICATION AND WITHDRAWAL OF BID

16.01 A Bid may be modified or withdrawn by an appropriate document duly executed in the manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time set for receiving Bids.

#### ARTICLE 17 OPENING OF BIDS

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

## ARTICLE 18 BIDS TO REMAIN SUBJECT TO ACCEPTANCE

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

## ARTICLE 19 EVALUATION OF BIDS AND AWARD OF CONTRACT

19.01 Owner reserves without limitation the right to reject any or all Bids, to waive any and all informalities not involving price, time or changes in the work and to negotiate Contract terms with the Successful Bidder; and the right to accept or reject all incomplete nonconforming, nonresponsive, unbalanced, obscure, or conditional Bids, or Bids which contain additions not called for, erasures, alterations, or irregularities of any kind, or which do not comply with the Instructions to Bidders. Owner reserves the right to reject the Bid of any Bidder if Owner believes that it would not be in the best interest of the Project to make an award to that Bidder, whether because the Bid is not responsive or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by Owner. Owner further reserves the right to reject the Bid of any Bidder whom it finds, after reasonable inquiry and evaluation, to be non-responsible.

19.02 More than one Bid for the same Work from an individual or entity under the same or 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 that Bidder has an interest.

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

19.04 In evaluating Bidders, Owner will consider the qualifications of Bidders and may consider the qualifications and experience of Subcontractors, Suppliers, and other individuals or entities proposed for those portions of the Work for which the identity of Subcontractors, Suppliers, and other individuals or entities must be submitted as provided in the Supplementary Conditions. Operating costs, maintenance considerations, performance guarantees of materials and equipment may also be considered by the Owner.

19.05 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders, proposed Subcontractors, Suppliers, individuals, or entities to perform the Work in accordance with the Contract Documents to Owner's satisfaction within the prescribed time. Bidder shall furnish to Owner all such information and data for this purpose as Owner may request. Owner reserves the right to reject any Bid if the evidence submitted by, or investigation of, such Bidder fails to satisfy Owner that such Bidder is properly qualified to carry out the obligations of the Contract Documents and to complete the work contemplated therein.

19.06 Owner shall be satisfied that Bidder (1) maintains a permanent place of business, (2) has adequate plant and equipment to do the work properly and expeditiously, (3) has a suitable financial status to meet obligations incident to the work, (4) has appropriate technical experience, and (5) can submit a satisfactory performance record.

19.07 If the Contract is to be awarded, it will be awarded to the responsive and responsible Bidder with the lowest Bid whose evaluation by Owner indicates to Owner that the award will be in the best interests of the Project. Bid from the successful Bidder for the computed total base bid selected by Owner may not necessarily be lower in price than the bid or bids for other alternative combination.

19.08 The award and execution of a Contract shall be made within 60 days after the date on which the bids were opened, unless the time for awarding and executing the Contract is extended by mutual consent of Owner or its representatives and the Bidder whose Bid Owner accepts and with respect to whom Owner subsequently awards and executes a Contract.

19.09 Owner will not make any award or permit any award at any tier to any party which is debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549 "Debarment and Suspension." Each Contractor and supplier (over \$25,000) shall complete the Certification Regarding Debarment, Suspension and Other Responsibility Matters.

#### ARTICLE 20 CONTRACT SECURITY AND INSURANCE

20.01 Article 5 of the General Conditions, as may be modified by the Supplementary Conditions, sets forth Owner's requirements as to performance and payment bonds and insurance. When the Successful Bidder delivers the executed Agreement to Owner, it shall be accompanied by the required performance and payment bonds and insurances.

#### ARTICLE 21 SIGNING OF AGREEMENT

21.01 When Owner gives a Notice of Award to the Successful Bidder, it shall be accompanied by the required number of unsigned counterparts of the Agreement with the other Contract Documents which are identified in the Agreement as attached thereto. Within 15 days thereafter, Successful Bidder shall sign and deliver the required number of counterparts of the Agreement and attached documents to Owner. Within ten days thereafter, Owner shall deliver one fully signed counterpart to Successful Bidder with a complete set of the Drawings with appropriate identification.

#### ARTICLE 22 SALES AND USE TAXES

22.01 Owner is exempt from Ohio state sales and use taxes on materials and equipment to be incorporated in the Work. Said taxes shall not be included in the Bid.

22.02 The Bid shall include all taxes in effect at the time the Bid is submitted. Bidders what are uncertain as to what items are subject to tax, or who require further explanation or clarification, are requested to contact the State of Ohio Department of Taxation.

22.03 Refer to Paragraph SC-6.10 of the Supplementary Conditions for additional information.

#### ARTICLE 23 RETAINAGE

23.01 Provisions concerning retainage are set forth in the Agreement.

#### ARTICLE 24 WAGE RATE DETERMINATION

24.01 A federal wage rate determination will be inserted as a part of the Bidding Documents and/or will be on file at the office of the Owner. Bidder shall inspect the wage rate determination and shall incorporate its requirements into its Bid. See the General Requirements for additional requirements.

#### ARTICLE 25 LAWS, ORDINANCES, AND REGULATIONS

25.01 Bidder must familiarize itself with all laws, ordinances, and regulations by federal, state, city, or other governmental agency, which by reason of being neglected or violated may affect the Work contemplated and must secure and pay the fee required for any permits which may be necessary unless such fees are otherwise indicated to be paid in the Bidding Documents.

#### ARTICLE 26 FINDINGS FOR RECOVERY

26.01 By submitting its bid, each Bidder certifies for reliance of the Owner that it has no unresolved finding for recovery against it issued by the Auditor of the State of Ohio on or after January 1, 2001, except as permitted by Section 9.24 (F) of the Ohio Revised Code.

#### ARTICLE 27 EEO REQUIREMENTS

27.01 Bidder shall abide by the requirements under Executive Order No. 11246, as amended, including specifically the provisions of the Equal Opportunity Clause set forth in the General Conditions.

#### ARTICLE 28 FUNDING

28.01 The Project to be constructed pursuant the Contract will be financed with assistance from the **U.S. Environmental Protection Agency (USEPA)** through the assistance of the **Ohio Environmental Protection Agency (OEPA)**. As such, it is subject to all applicable Federal laws and regulations as well as all specific program requirements outlined regarding the utilization of Disadvantaged Business Enterprises (DBE's).

#### ARTICLE 29 SMALL BUSINESS UTILIZATION

29.01 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 (SBRA's), 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.

#### ARTICLE 30 OPINION OF PROBABLE COST

30.01 The opinion of probable cost related to the project reflected within the Drawings and Specifications is \$ 300,000 as of February 24, 2026.

END OF SECTION

## SECTION 003100 - INFORMATION AVAILABLE TO BIDDERS

### 1.01 SUBSURFACE INVESTIGATION REPORT

- A. No subsurface investigation was performed related to the Work proposed as a part of this project.
- B. It shall be the Contractor's responsibility to determine the nature and extent of the subsurface conditions and what, if any, impact the conditions may have upon the performance of the Work.

### 2.01 INTERPRETATION

- A. No representation or warranty is made by Verdantas, LLC or the Owner of the adequacy or content of this Information Available to Bidders.
- B. Information Available to Bidders is not a part of the Contract Documents.

END OF SECTION

# **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.



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:** f ( Andrew D. Sawyers, Director  
v) Office of Wastewater Management (4201M)  
Peter C. Grevatt, Director  
Office of Ground Water and Drinking Water (4601M)

C.  
Handwritten signature of Peter C. Grevatt in black ink.

**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](mailto: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 either of two email addresses. For CWSRF waiver requests, please send the application to: [cwsrfwaiver@epa.gov](mailto:cwsrfwaiver@epa.gov). For DWSRF waiver requests, please send the application to: [dwsrfwaiver@epa.gov](mailto:dwsrfwaiver@epa.gov).

## 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](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](mailto:dorfman.jordan@epa.gov) or (202) 564-0614 or Kiri Anderer, Environmental Engineer, Infrastructure Branch, Drinking Water Protection Division, at [anderer.kirsten@epa.gov](mailto: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
<p>General</p> <ul style="list-style-type: none"> <li>• Waiver request includes the following information: <ul style="list-style-type: none"> <li>— Description of the foreign and domestic construction materials</li> <li>— Unit of measure</li> <li>— Quantity</li> <li>— Price</li> <li>— Time of delivery or availability</li> <li>— Location of the construction project</li> <li>— Name and address of the proposed supplier</li> <li>— A detailed justification for the use of foreign construction materials</li> </ul> </li> <li>• Waiver request was submitted according to the instructions in the memorandum</li> <li>• 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</li> </ul>		
<p>Cost Waiver Requests</p> <ul style="list-style-type: none"> <li>• Waiver request includes the following information: <ul style="list-style-type: none"> <li>— Comparison of overall cost of project with domestic iron and steel products to overall cost of project with foreign iron and steel products</li> <li>— Relevant excerpts from the bid documents used by the contractors to complete the comparison</li> <li>— 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</li> </ul> </li> </ul>		
<p>Availability Waiver Requests</p> <ul style="list-style-type: none"> <li>• 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: <ul style="list-style-type: none"> <li>— Supplier information or pricing information from a reasonable number of domestic suppliers indicating availability/delivery date for construction materials</li> <li>— 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.</li> <li>— Project schedule</li> <li>— Relevant excerpts from project plans, specifications, and permits indicating the required quantity and quality of construction materials</li> </ul> </li> <li>• 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</li> <li>• Has the State received other waiver requests for the materials described in this waiver request, for comparable projects?</li> </ul>		

## 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
<p>Cost Waiver Requests</p> <ul style="list-style-type: none"> <li>• Does the waiver request include the following information? <ul style="list-style-type: none"> <li>– Comparison of overall cost of project with domestic iron and steel products to overall cost of project with foreign iron and steel products</li> <li>– Relevant excerpts from the bid documents used by the contractors to complete the comparison</li> <li>– A sufficient number of bid documents or pricing information from domestic sources to constitute a reasonable survey of the market</li> </ul> </li> <li>• Does the Total Domestic Project exceed the Total Foreign Project Cost by more than 25%?</li> </ul>				
<p>Availability Waiver Requests</p> <ul style="list-style-type: none"> <li>• 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? <ul style="list-style-type: none"> <li>– Supplier information or other documentation indicating availability/delivery date for materials</li> <li>– Project schedule</li> <li>– Relevant excerpts from project plans, specifications, and permits indicating the required quantity and quality of materials</li> </ul> </li> <li>• 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?</li> <li>• 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)</li> <li>• Is EPA aware of any other evidence indicating the non-availability of the materials for which the waiver is requested? Examples include: <ul style="list-style-type: none"> <li>– Multiple waiver requests for the materials described in this waiver request, for comparable projects in the same State</li> <li>– Multiple waiver requests for the materials described in this waiver request, for comparable projects in other States</li> <li>– Correspondence with construction trade associations indicating the non-availability of the materials</li> </ul> </li> <li>• Are the available domestic materials indicated in the bid documents of inadequate quality compared those required by the project plans, specifications, and/or permits?</li> </ul>				

### **Appendix 3: Example Loan Agreement Language**

ALL ASSISTANCE AGREEMENT MUST HAVE A CLAUSE REQUIRING COMPLIANCE WITH THE AIS REQUIREMENT. THIS IS AN EXAMPLE OF WHAT COULD BE INCLUDED IN SRF ASSISTANCE AGREEMENTS. EPA MAKES NO CLAIMS REGARDING THE LEGALITY OF THIS CLAUSE WITH RESPECT TO STATE LAW:

Comply with all federal requirements applicable to the Loan (including those imposed by the 2014 Appropriations Act and related SRF Policy Guidelines) which the Participant understands includes, among other, requirements that all of the iron and steel products used in the Project are to be produced in the United States (“American Iron and Steel Requirement”) unless (i) the Participant has requested and obtained a waiver from the Agency pertaining to the Project or (ii) the Finance Authority has otherwise advised the Participant in writing that the American Iron and Steel Requirement is not applicable to the Project.

Comply with all record keeping and reporting requirements under the Clean Water Act/Safe Drinking Water Act, including any reports required by a Federal agency or the Finance Authority such as performance indicators of program deliverables, information on costs and project progress. The Participant understands that (i) each contract and subcontract related to the Project is subject to audit by appropriate federal and state entities and (ii) failure to comply with the Clean Water Act/Safe Drinking Water Act and this Agreement may be a default hereunder that results in a repayment of the Loan in advance of the maturity of the Bonds and/or other remedial actions.

#### Appendix 4: Sample Construction Contract Language

ALL CONTRACTS MUST HAVE A CLAUSE REQUIRING COMPLIANCE WITH THE AIS REQUIREMENT. THIS IS AN EXAMPLE OF WHAT COULD BE INCLUDED IN ALL CONTRACTS IN PROJECTS THAT USE SRF FUNDS. EPA MAKES NO CLAIMS REGARDING THE LEGALITY OF THIS CLAUSE WITH RESPECT TO STATE OR LOCAL LAW:

The Contractor acknowledges to and for the benefit of the City of \_ (“Purchaser”) and the \_ (the “State”) that it understands the goods and services under this Agreement are being funded with monies made available by the Clean Water State Revolving Fund and/or Drinking Water State Revolving Fund that have statutory requirements commonly known as “American Iron and Steel;” that requires all of the iron and steel products used in the project to be produced in the United States (“American Iron and Steel Requirement”) including iron and steel products provided by the Contractor pursuant to this Agreement. The Contractor hereby represents and warrants to and for the benefit of the Purchaser and the State that (a) the Contractor has reviewed and understands the American Iron and Steel Requirement, (b) all of the iron and steel products used in the project will be and/or have been produced in the United States in a manner that complies with the American Iron and Steel Requirement, unless a waiver of the requirement is approved, and (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the American Iron and Steel Requirement, as may be requested by the Purchaser or the State. Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Purchaser or State to recover as damages against the Contractor any loss, expense, or cost (including without limitation attorney’s fees) incurred by the Purchaser or State resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the State or any damages owed to the State by the Purchaser). While the Contractor has no direct contractual privity with the State, as a lender to the Purchaser for the funding of its project, the Purchaser and the Contractor agree that the State is a third-party beneficiary and neither this paragraph (nor any other provision of this Agreement necessary to give this paragraph force or effect) shall be amended or waived without the prior written consent of the State.

## 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 (XXXXXXXXXXXX)

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). See the following: [http://water.epa.gov/grants\\_funding/upload/Deminimis-Waiver-04-15-14.pdf](http://water.epa.gov/grants_funding/upload/Deminimis-Waiver-04-15-14.pdf).

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 comprise a very small quantity of minor, low-cost fasteners that are of unknown origin. See EPA's questions and answers on the subject at the following: [http://water.epa.gov/grants\\_funding/upload/AIS-QandA-Part-1-Valves-and-Hydrants-final.pdf](http://water.epa.gov/grants_funding/upload/AIS-QandA-Part-1-Valves-and-Hydrants-final.pdf).

**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](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.

<b>CWSRF AIS Project Exemption Based on Plans and Specifications Approval Date</b>		
<u>Assistance Agreement Signed:</u>	<u>Exempt from AIS if Plans and Specifications Were Approved Before:</u>	<u>Basis for Exemption:</u>
1/17/2014 through 9/30/2014	4/15/2014	<ul style="list-style-type: none"> <li>• Consolidated Appropriations Act 2014</li> <li>• National waiver signed 4/15/2014*</li> </ul>
On or after 10/1/2014	6/10/2014	<ul style="list-style-type: none"> <li>• Clean Water Act Section 608</li> </ul>

*\* 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.

<b>DWSRF AIS Project Exemption Based on Plans and Specifications Approval Date</b>		
<u>Assistance Agreement Signed:</u>	<u>Exempt from AIS if Plans and Specifications Were Approved Before:</u>	<u>Basis for Exemption:</u>
1/17/2014 through 9/30/2014	4/15/2014	<ul style="list-style-type: none"> <li>Consolidated Appropriations Act 2014</li> <li>National waiver signed 4/15/2014*</li> </ul>
10/1/2014 through 12/15/2014	4/15/2014	<ul style="list-style-type: none"> <li>Continuing Appropriations Resolution 2015 (continued CAA 2014 requirements)**</li> <li>National waiver signed 4/15/2014*</li> </ul>
12/16/2014 through 9/30/2015	12/16/2014	<ul style="list-style-type: none"> <li>Consolidated and Further Continuing Appropriations Act 2015</li> </ul>

\* 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 WAIRM

**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.

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, corner 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)?

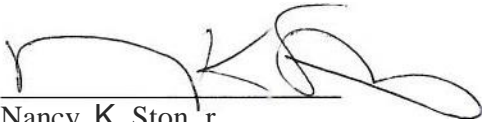
The responses were consistent across the variety of settings and project types, and indicated that the percentage of total costs for drinking water or wastewater infrastructure projects represented by these incidental components is generally not in excess of 5 percent of the total cost of the materials 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](mailto:connor.timothy@epa.gov) or (202) 566-1059 or Kirsten Anderer, Environmental Engineer, Drinking Water Protection Division, at [anderer.kirsten@epa.gov](mailto:anderer.kirsten@epa.gov) or (202) 564-3134.

**April 5 2014**

Issued on: \_\_\_\_\_

Approved by:   
\_\_\_\_\_  
Nancy K. Stoner  
Acting Assistant Administrator



# **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 005100 - NOTICE OF AWARD

DATE: \_\_\_\_\_, 20\_\_\_\_\_

TO: \_\_\_\_\_  
(Bidder)

ADDRESS: \_\_\_\_\_

PROJECT: \_\_\_\_\_

You are hereby notified that your Bid dated \_\_\_\_\_, 20\_\_\_\_ for the above Contract has been considered. You are the apparent successful bidder and have been awarded a contract for the above named project.

The Contract Price of your contract is \$\_\_\_\_\_.

Three (3) copies of each of the proposed Contract Documents (except drawings) accompany this Notice of Award. Three (3) sets of the Drawings will be delivered separately or otherwise made available to you immediately.

You must comply with the following conditions precedent within **10 DAYS** of the date of this Notice of Award:

1. You must deliver to the Owner three (3) fully executed counterparts of the Agreement, including all the Contract Documents.
2. You must deliver with the executed Agreement, the Payment and Performance Bonds and the Insurance Certificate as specified in the Instructions to Bidders, The General Conditions (Article 5), and the Supplementary Conditions.

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

Within **10 DAYS** after you comply with the foregoing conditions, the Owner will return to you one fully signed counterpart of the Agreement with the Contract Documents attached.

OWNER: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged by

\_\_\_\_\_  
(Bidder)

this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Copy to Engineer.

END OF SECTION

SECTION 005200 - AGREEMENT

THIS AGREEMENT is by and between \_\_\_\_\_

(hereinafter all Owner) and \_\_\_\_\_

(hereinafter called Contractor).

Owner and Contractor, in consideration of the mutual covenants set forth herein, agree as follows:

ARTICLE 1 WORK

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

Completion of general maintenance and repairs at four existing sanitary sewer lift stations.

ARTICLE 2 THE PROJECT

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

Village of Jeffersonville  
Lift Station Repair Project

ARTICLE 3 ENGINEER

3.01 The Project has been designed by Verdantas, LLC (Engineer), who is to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 CONTRACT TIMES

4.01 Time of the Essence

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

4.02 Days to Achieve Substantial Completion and Final Payment

A. The Work will be substantially completed on or before January 27, 2027, and completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions on or before February 26, 2027.

#### 4.03 Liquidated Damages

A. Contractor and Owner recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner the following daily charge:

<u>Original Contract Amount</u>		<u>Daily Charge / Calendar Day</u>
<u>From More Than</u>	<u>To and Including</u>	
\$ 0	\$ 100,000	\$ 500
100,000	500,000	800
500,000	1,000,000	1,000
1,000,000	3,000,000	1,200
3,000,000	5,000,000	1,500
5,000,000		2,000

For each day that expires after the Dates specified in Paragraph 4.02, liquidated damages as indicated above per calendar day shall be paid by the Contractor to the Owner until the Date requirements are met.

#### ARTICLE 5 CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds as follows:

A. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

B. All specific cash allowances are included in the Contract Price and have been computed in accordance with Paragraph 11.02 of the General Conditions.

#### ARTICLE 6 PAYMENT PROCEDURES

##### 6.01 Submittal and Processing of Payments

A. Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

##### 6.02 Progress Payments; Retainage

A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment as established at the preconstruction conference during performance of the Work as provided in Paragraphs 6.02.B below. All such payments will be measured by the schedule of values established as provided in Paragraph 2.07.A of the General

Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements:

B. Prior to Substantial Completion, Owner will retain an amount equal to 4% of each progress payment application for the entire duration of the project. Retainage shall be released within thirty days of substantial completion of, occupation of, use of, or acceptance of the project, however, reasonably necessary amounts can be withheld to assure final completion of the project.

#### 6.03 Material Stored on Site

A. Payment for material and equipment delivered to the site (or other approved storage area) and not incorporated shall be at the rate of 92% of the invoice value of such material. The balance of such invoiced value shall be paid when such material is incorporated into and becomes a part of the work completed to date. Such material compensated in this manner shall become the property of the Owner under the Contract while it remains in storage, but if such material is stolen, destroyed, or damaged by casualty before being used, Contractor shall replace it at his own expense.

#### 6.04 Final Payment

A. Upon final completion and acceptance of the Work in accordance with Paragraph 14.07 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 14.07.

### ARTICLE 7 HIERARCHY

7.01 In resolving inconsistencies among two or more sections of the Contract Documents, precedence shall be given in the following order:

- |          |                          |
|----------|--------------------------|
| First:   | Written Amendments       |
| Second:  | Agreement                |
| Third:   | Change Orders            |
| Fourth:  | Addenda                  |
| Fifth:   | Supplementary Conditions |
| Sixth:   | General Conditions       |
| Seventh: | Specifications           |
| Eighth:  | Drawings                 |

Figure dimensions (numerical) on Drawings shall take precedence over dimensions measured utilizing a scale.

### ARTICLE 8 CONTRACTOR'S REPRESENTATIONS

8.01 In order to induce Owner to enter into this Agreement Contractor makes the following representations:

A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.

B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in Paragraph 4.02 of the General Conditions and (2) reports and drawings of a Hazardous Environmental Condition, if any, at the Site which has been identified in the Supplementary Conditions as provided in Paragraph 4.06 of the General Conditions.

E. Contractor has obtained and carefully studied (or assumes responsibility for doing so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents, and safety precautions and programs incident thereto.

F. Contractor does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

H. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

I. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

## ARTICLE 9 CONTRACT DOCUMENTS

### 9.01 Contents

A. The Contract Documents consist of the following:

1. This Agreement (page 005200-1 to \_\_\_\_\_, inclusive).
2. Bid Guaranty and Contract Bond (pages 004300-1 to \_\_\_\_\_, inclusive).
3. Contract Bond (pages \_\_\_\_\_ to \_\_\_\_\_, inclusive).
4. Other bonds
  - a. \_\_\_\_\_ (page \_\_\_\_\_ to \_\_\_\_\_, inclusive).
  - b. \_\_\_\_\_ (page \_\_\_\_\_ to \_\_\_\_\_, inclusive).
  - c. \_\_\_\_\_ (page \_\_\_\_\_ to \_\_\_\_\_, inclusive).
5. General Conditions (pages 007000-1 to \_\_\_\_\_, inclusive).
6. Supplementary Conditions (pages 008000-1 to \_\_\_\_\_, inclusive).
7. Specifications as listed in the table of contents of the Project Manual.
8. Drawings \_\_\_\_\_

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inclusive incorporated herein by reference with each sheet bearing the following general title:

- 
- 
9. Addenda (\_\_\_\_\_).
  10. Exhibits to this Agreement (enumerated as follows):
    - a. Notice to Proceed (pages 005500-1 to 005500-1, inclusive);
    - b. Contractor's Bid (pages 004100-1 to \_\_\_\_\_, inclusive);
    - c. Supplemental Unit Prices are included as part of the Agreement except as noted:  
 (\_\_\_\_\_);
    - d. Delinquent Personal Property Tax Affidavit;
    - e. Evidence of Contract Bond  
 (letter dated \_\_\_\_\_ attached);

- f. Documentation submitted by Contractor prior to Notice of Award  
( \_\_\_\_\_ );
- g. ( \_\_\_\_\_ );

11. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:

- a. Work Change Directives;
- b. Change Order(s).

B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 9.

D. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the General Conditions.

## ARTICLE 10 MISCELLANEOUS

### 10.01 Terms

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

### 10.02 Assignment of Contract

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

### 10.03 Successors and Assigns

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

### 10.04 Severability

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall

be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement in triplicate. One counterpart each has been delivered to Owner, Contractor, and Engineer. All portions of the Contract Documents have been signed or identified by Owner and Contractor or identified by Engineer on their behalf.

This Agreement will be effective on \_\_\_\_\_,  
(which is the Effective Date of the Agreement).

OWNER:

CONTRACTOR:

\_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

[CORPORATE SEAL]

[CORPORATE SEAL]

Attest: \_\_\_\_\_

Attest: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Address for giving notices:

Address for giving notices:

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Phone: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax No.: \_\_\_\_\_

Fax No.: \_\_\_\_\_

E-mail: \_\_\_\_\_

E-mail: \_\_\_\_\_

Designated  
Representative: \_\_\_\_\_

Designated  
Representative: \_\_\_\_\_

License No.: \_\_\_\_\_  
*(Where applicable)*

Agent for Service of Process:  
\_\_\_\_\_

INSTRUCTIONS FOR EXECUTING AGREEMENT

The full name and business address of CONTRACTOR should be inserted and the Agreement should be signed with CONTRACTOR'S official signature. Please have the name of the signing party printed under all signatures to the Agreement.

If CONTRACTOR is operating as a partnership, each partner should sign the Agreement. If the Agreement is not signed by each partner, there should be attached to the Agreement a duly authenticated power of attorney evidencing the signer's (signers') authority to sign such Agreement for and in behalf of the partnership.

If the CONTRACTOR is an individual, the trade name (if CONTRACTOR is operating under a trade name) should be indicated in the Agreement and the Agreement should be signed by such individual. If signed by other than CONTRACTOR, there should be attached to the Agreement a duly authenticated power of attorney evidencing the signer's authority to sign such Agreement for and in behalf of CONTRACTOR.

If CONTRACTOR is a corporation, the following certificate should be executed:

I, \_\_\_\_\_, certify that I am the \_\_\_\_\_ of the corporation named as CONTRACTOR herein above; that \_\_\_\_\_ who signed the foregoing agreement on behalf of CONTRACTOR was then \_\_\_\_\_ of said corporation; that said Agreement was duly signed for and in behalf of said Corporation by authority of its governing body, and is within the scope of its corporate powers.

\_\_\_\_\_

CORPORATE SEAL

CERTIFICATE OF OWNER'S ATTORNEY

I, the undersigned, \_\_\_\_\_, the duly authorized and acting legal representative of \_\_\_\_\_, do hereby certify as follows:

I have examined the attached contract(s) and bond(s) and the manner of execution thereof, and I am of the opinion that each of the aforesaid agreements are adequate and have/has been duly executed by the proper parties thereto acting through their duly authorized representatives; that said representatives have full power and authority to execute said agreements on behalf of the respective parties named thereon; and that the foregoing agreements constitute valid and legally binding obligations upon the parties executing the same in accordance with terms, conditions, and provisions thereof.

\_\_\_\_\_

CERTIFICATE OF OWNER'S FISCAL OFFICER

I, the undersigned, \_\_\_\_\_, the duly authorized and acting fiscal representative of \_\_\_\_\_, do hereby certify as follows:

that the amount required to meet the above obligation has been lawfully appropriated for such purpose and is in the treasury or in process of collection to the credit of an appropriate fund free from any previous encumbrances.

\_\_\_\_\_

END OF SECTION

SECTION 005400 - DELINQUENT PERSONAL PROPERTY STATEMENT

Name of Bidder: \_\_\_\_\_

Address: \_\_\_\_\_

Having been awarded a contract by the Village of Jeffersonville, hereby affirms under oath, pursuant to the Ohio Revised Code Section 5719.042 that at the time this bid was submitted, my company (was) (was not) charged with delinquent personal property taxes on the general tax list of personal property for Fayette County, Ohio.

If such charge for delinquent personal property tax exists on the general tax list of personal property of Fayette 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 Bidder 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 the Village of Jeffersonville and \_\_\_\_\_ (Name of Bidder) and no payment with respect to any contract shall be made unless such a statement has been so incorporated as a part thereof.

Delinquent Personal Property Tax: \$ \_\_\_\_\_

Penalties: \$ \_\_\_\_\_

Interest: \$ \_\_\_\_\_

Bidder: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_

Title: \_\_\_\_\_

Subscribed in my presence, and sworn to me this \_\_\_\_\_ day of

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

\_\_\_\_\_  
NOTARY PUBLIC

[SEAL]

Ohio Revised Code Section 5719.042

After the award by a taxing district of any contract let by competitive bid and prior to the time the contract is entered into, the person making a bid shall submit to the district's fiscal officer a statement affirmed under oath that the person with whom the contract is to be made was not charged at the time the bid was submitted with any delinquent personal property taxes on the general tax list of personal property of any county in which the taxing district has territory or that such person was charged with delinquent personal property taxes on any such tax list, in which case the statement shall also set forth the amount of such due and unpaid delinquent taxes and any due and unpaid penalties and interest thereon.

If the statement indicates that the taxpayer was charged with any such taxes, all of the following apply:

- (A) The fiscal officer shall transmit a copy of the statement to the county treasurer within thirty days of the date it is submitted.
- (B) A copy of that statement shall be incorporated into the contract.
- (C) No payment shall be made with respect to any contract to which this section applies unless that statement has been incorporated as required under division (B) of this section.

Amended by 131st General Assembly File No. TBD, HB 166, §1, eff. 9/8/2016.

Effective Date: 09-21-1982.

END OF SECTION

SECTION 005500 - NOTICE TO PROCEED

TO: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PROJECT: \_\_\_\_\_

CONTRACT NO: \_\_\_\_\_

CONTRACT FOR: \_\_\_\_\_

You are hereby notified that the Contract Time under the above Contract will commence to run on: \_\_\_\_\_, 20\_\_\_. By that date, you are to start performing your obligations under the Contract Documents. In accordance with the provisions in the Contract Agreement., Section 3.1 the Date of Substantial Completion is February 26, 2027.

Section 4.03 of the Agreement provides for an assessment of liquidated damages for each and every calendar day after the above established contract completion date that the Work remains incomplete.

Before you start any Work at the site, Paragraph 3.03.A.1 of the General Conditions provides that you must study the Contract Documents and verify figures and field dimension, and must report any observed errors or discrepancies and/or any concerns at this time.

Also, before you may start any Work at the site, you must:

1. Submit to the Engineer the Proposed Schedule called for in Section 013216.

OWNER:

By: \_\_\_\_\_ Title: \_\_\_\_\_

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by

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

By: \_\_\_\_\_ Title: \_\_\_\_\_  
(Contractor's Representative)

Copy to Engineer

END OF SECTION



SECTION 006100 - CONTRACT BOND (O.R.C. § 153.57)

KNOW ALL PERSONS BY THESE PRESENTS, that we, the undersigned \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ ("Contractor"), as principal, and \_\_\_\_\_  
\_\_\_\_\_, as Surety, are hereby held and firmly  
bound unto the \_\_\_\_\_ ("Owner") as obligee, in  
the penal sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_  
\_\_\_\_\_), for the payment of which well and truly to be made, we hereby jointly and  
severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH that whereas, the above-  
named principal did on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_, enter into a contract  
with the Owner for \_\_\_\_\_ related to \_\_\_\_\_  
\_\_\_\_\_ ("Project"), which said contract is made a part of this  
bond the same as though set forth herein:

Now, if the said Contractor shall well and faithfully do and perform the things agreed by  
the Contractor to be done and performed according to the terms of said contract; and shall pay all  
lawful claims of subcontractors, materialmen, and laborers, for labor performed and materials  
furnished in the carrying forward, performing, or completing of said contract; we agreeing and  
assenting that this undertaking shall be for the benefit of any materialman or laborer having a just  
claim, as well as for the obligee herein; then this obligation shall be void; otherwise the same shall  
remain in full force and effect; it being expressly understood and agreed that the liability of the  
surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation  
as herein stated.

The said surety hereby stipulates and agrees that no modifications, omissions, or additions  
in or to the terms of the said contract or in or to the plans or specifications therefore shall in any  
wise affect the obligations of said surety on its bond, and does hereby waive notice of any such  
modifications, omissions or additions to the terms of the contract or to the work or to the  
specifications.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
(PRINCIPAL)

\_\_\_\_\_  
(SURETY)

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name & Title: \_\_\_\_\_  
\_\_\_\_\_

Printed Name & Title: \_\_\_\_\_  
\_\_\_\_\_

Surety's Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Surety's Telephone Number: \_\_\_\_\_

Surety's Fax Number: \_\_\_\_\_

\_\_\_\_\_  
NAME OF SURETY'S AGENT

Surety's Agent's Address: \_\_\_\_\_  
\_\_\_\_\_

Surety's Agent's Telephone Number: \_\_\_\_\_  
\_\_\_\_\_

Surety's Agent's Fax Number: \_\_\_\_\_  
\_\_\_\_\_





# Progress Estimate

# Contractor's Application

For (contract):		Application Number:											
Application Period:		Application Date:											
A		B	C	D	E	F	G						
Bid Item No.	Description	Bid Quantity	Unit Price	Bid Value	Estimated Quantity Installed	Value	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F) B	Balance to Finish (B - F)			
	Item												
<b>Totals</b>													



SECTION 006516 - CERTIFICATE OF SUBSTANTIAL COMPLETION

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

LOCATION: \_\_\_\_\_

OWNER: \_\_\_\_\_

DATE OF SUBSTANTIAL COMPLETION: \_\_\_\_\_

The undersigned CONTRACTOR hereby certifies that all work included in the above-captioned contract has been substantially completed in accordance with the requirements of the CONTRACT DOCUMENTS including approved modifications thereto, and requests that the work be accepted so that the Owner can occupy or utilize the Work for its intended use.

A list of items (Punch List) to be completed or corrected shall be completed and attached by the Engineer. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the requirements of the CONTRACT DOCUMENTS including approved modifications thereto. Unless otherwise agreed to in writing, the date of commencement of warranties for items on the attached list will be the date of issuance of the Certificate of Final Completion or the date of final payment.

I understand that neither the determination by the ENGINEER that the work is completed, nor the acceptance thereof by the Owner, shall operate as a bar to claim against the Contractor under the terms of the guarantee provisions of the Contract Documents.

\_\_\_\_\_  
CONTRACTOR

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
DATE

The undersigned ENGINEER has inspected the work included in the above-captioned contract, finds it to have been substantially completed in accordance with the requirements of the CONTRACT DOCUMENTS including approved modifications thereto. A list of items (Punch List) to be completed or corrected by the Contractor prior to final payment is attached.

\_\_\_\_\_  
ENGINEER

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
DATE

Upon the above representation of the CONTRACTOR and the above recommendation of the ENGINEER, the undersigned hereby accepts the work included in the above-captioned contract.

\_\_\_\_\_  
OWNER

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
DATE

END OF SECTION

SECTION 006519 - CERTIFICATE OF FINAL COMPLETION

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

LOCATION: \_\_\_\_\_

OWNER: \_\_\_\_\_

DATE OF CONTRACT COMPLETION: \_\_\_\_\_

The undersigned CONTRACTOR hereby certifies that all work included in the above-captioned contract has been completed in accordance with the requirements of the CONTRACT DOCUMENTS including approved modifications thereto, and requests that the work be accepted.

I understand that neither the determination by the ENGINEER that the work is completed, nor the acceptance thereof by the Owner, shall operate as a bar to claim against the Contractor under the terms of the guarantee provisions of the contract document

\_\_\_\_\_  
CONTRACTOR

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
DATE

The undersigned ENGINEER has inspected the work included in the above-captioned contract, finds it to have been completed in accordance with the requirements of the CONTRACT DOCUMENTS including approved modifications thereto, and accordingly recommends that the work be accepted.

\_\_\_\_\_  
ENGINEER

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
DATE

Upon the above representation of the CONTRACTOR and the above recommendation of the ENGINEER, the undersigned hereby accepts the work included in the above-captioned contract.

\_\_\_\_\_  
OWNER

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
DATE

END OF SECTION

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 Law.

# STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared by

**ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE**

and

Issued and Published Jointly By



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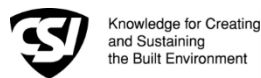
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Construction Specifications Institute

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These General Conditions have been prepared for use with the Suggested Forms of Agreement Between Owner and Contractor Nos. C-520 or C-525 (2002 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 EJCDC Construction Documents, General and Instructions (No. C-001) (2002 Edition). For guidance in the preparation of Supplementary Conditions, see Guide to the Preparation of Supplementary Conditions (No. C-800) (2002 Edition).

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**GENERAL CONDITIONS**

**ARTICLE 1 - DEFINITIONS AND TERMINOLOGY**

---

1.01 *Defined Terms*

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

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

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

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

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

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

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

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

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

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

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

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

12. *Contract Documents*-- Those items so designated in the Agreement. Only printed or hard copies of the items listed in the Agreement are Contract Documents. Approved Shop Drawings, other Contractor's 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.A 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. The General Requirements pertain to all sections 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 in connection with the Work.

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

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

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

26. *Milestone*--A principal event specified in the Contract Documents relating to an intermediate completion

date or time prior to Substantial Completion of all the Work.

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

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

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

30. *PCBs*--Polychlorinated biphenyls.

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

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

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

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

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

36. *Related Entity* -- An officer, director, partner, employee, agent, consultant, or subcontractor.

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

38. *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.

39. *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.

40. *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.

41. *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.

42. *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.

43. *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.

44. *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.

45. *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.

46. *Successful Bidder*--The Bidder submitting a responsive Bid to whom Owner makes an award.

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

48. *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 any Subcontractor.

49. *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.

50. *Unit Price Work*--Work to be paid for on the basis of unit prices.

51. *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.

52. *Work Change Directive*--A written statement to Contractor issued on or after the Effective Date of the Agreement and signed by Owner and recommended by Engineer ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

## 1.02 Terminology

A. The following words or terms are not defined but, when used in the Bidding Requirements or Contract Documents, have the following 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 requirements of and information in the Contract Documents and conformance with the design concept of the completed Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility contrary to the

provisions of Paragraph 9.09 or any other provision of the Contract Documents.

*C. Day*

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

*D. Defective*

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

a. does not conform to the Contract Documents, or

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

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

*E. Furnish, Install, Perform, Provide*

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

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

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

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

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

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ARTICLE 2 - PRELIMINARY MATTERS

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2.01 *Delivery of Bonds and Evidence of Insurance*

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

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

2.02 *Copies of Documents*

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

2.03 *Commencement of Contract Times; Notice to Proceed*

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

2.04 *Starting the Work*

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

2.05 *Before Starting Construction*

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

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

2. a preliminary Schedule of Submittals; and

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

#### 2.06 *Preconstruction Conference*

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.

#### 2.07 *Initial Acceptance of Schedules*

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

1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work nor interfere with or relieve Contractor from Contractor's full responsibility therefor.

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

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

### ARTICLE 3 - CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

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#### 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 may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended 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, or Engineer, or any of, their Related Entities, any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

#### 3.03 *Reporting and Resolving Discrepancies*

A. Reporting Discrepancies

1. *Contractor's Review of Contract Documents Before Starting Work:* Before undertaking each part of the Work, Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy which Contractor may discover 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 any provision of any Law or Regulation applicable to the performance of the Work or of any standard, specification, manual or code, or of any instruction of any Supplier, 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 knew or reasonably should have known 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, code, or instruction (whether or not specifically incorporated by reference in the Contract Documents); or
- b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

#### 3.04 *Amending and Supplementing Contract Documents*

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

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

1. A Field Order;
2. Engineer's approval of a Shop Drawing or Sample; (Subject to the provisions of Paragraph 6.17.D.3); or
3. Engineer's written interpretation or clarification.

#### 3.05 *Reuse of Documents*

A. Contractor and any Subcontractor or Supplier or other individual or entity performing or furnishing all of

the Work under a direct or indirect contract with Contractor, 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 Engineer's consultants, including electronic media editions; or
2. reuse any of 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 prohibition 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. Copies of data furnished by Owner or Engineer to Contractor or Contractor to Owner or Engineer that may be relied upon are limited to the printed copies (also known as hard copies). Files in electronic media format of text, data, graphics, or other types are furnished only for the convenience of the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

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

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

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

#### 4.01 *Availability of Lands*

A. Owner shall furnish the Site. Owner shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work. Owner will obtain in a timely manner and pay for easements for permanent structures or permanent changes in existing facilities. If Contractor and Owner are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of any delay in Owner's furnishing the Site or a part thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.

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

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

#### 4.02 *Subsurface and Physical Conditions*

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

1. those reports of explorations and tests of subsurface conditions at or contiguous to the Site that Engineer has used in preparing the Contract Documents; and

2. those drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) that Engineer has used in preparing the Contract Documents.

B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the general 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 Related Entities 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 at or contiguous to the Site that is uncovered or revealed either:

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

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

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

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

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

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

#### C. Possible Price and Times Adjustments

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

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

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

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

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

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

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

3. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, a Claim may be made therefor as provided in Paragraph 10.05. However, Owner and Engineer, and any of their Related Entities 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.

#### 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; and

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

a. reviewing and checking all such information and data,

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

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

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

#### *B. Not Shown or Indicated*

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

2. If Engineer concludes that a change in the Contract Documents is required, a Work Change Directive or a Change Order will be issued to reflect and document such consequences. An equitable adjustment shall be made in the Contract Price or Contract Times, or both, to the extent that they are attributable to the existence or location of any Underground Facility that was not shown or indicated or not shown or indicated with reasonable accuracy in the Contract Documents and that Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment in Contract Price or Contract Times, Owner or Contractor may make a Claim therefor as provided in Paragraph 10.05.

#### 4.05 *Reference Points*

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

#### 4.06 *Hazardous Environmental Condition at Site*

A. *Reports and Drawings*: Reference is made to the Supplementary Conditions for the identification of those reports and drawings relating to a Hazardous Environmental Condition identified at the Site, if any, that have been utilized by the Engineer in the preparation of the Contract Documents.

B. *Limited Reliance by Contractor on Technical Data Authorized*: Contractor may rely upon the general 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 Related Entities with respect to:

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

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

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

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

D. If Contractor encounters a Hazardous Environmental Condition or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, Contractor shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 6.16.A); and (iii) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any.

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 to Contractor written notice: (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, 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, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.H shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual’s or entity’s own negligence.

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

## ARTICLE 5 - BONDS AND INSURANCE

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### 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 current 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 must be accompanied by a certified copy of the agent's authority to act.

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 identified in the Supplementary Conditions, certificates of insurance (and other evidence of

insurance requested by Owner or any other additional insured) which Contractor is required to purchase and maintain.

B. Owner shall deliver to Contractor, with copies to each additional insured 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.

### 5.04 *Contractor's Liability Insurance*

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

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

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

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

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

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

b. by any other person for any other reason;

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

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

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

1. with respect to insurance required by Paragraphs 5.04.A.3 through 5.04.A.6 inclusive, include as additional insured (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, 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 completed operations insurance;

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

5. 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);

6. 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

7. with respect to completed operations insurance, and any insurance coverage written on a claims-made basis, remain in effect for at least two years after final payment.

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

#### 5.05 *Owner's Liability Insurance*

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

#### 5.06 *Property Insurance*

A. Unless otherwise provided in the Supplementary Conditions, Owner shall purchase and maintain property insurance upon the Work at the Site in the amount

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

1. include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, 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 an insured or additional insured;

2. be written on a Builder's Risk "all-risk" or open peril or special causes of loss policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, false work, 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 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 additional insured to whom a certificate of insurance has been issued.

B. Owner shall purchase and maintain such boiler and machinery 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, 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 an insured or additional insured.

C. All the policies of insurance (and the certificates or other evidence thereof) required to be purchased

and maintained in accordance with 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 additional insured to whom a certificate of insurance has been issued and will contain waiver provisions in accordance with Paragraph 5.07.

D. Owner shall not be responsible for purchasing and maintaining any property insurance specified in this Paragraph 5.06 to protect the interests of Contractor, Subcontractors, or others in the Work to the extent of any deductible amounts that are identified in the Supplementary Conditions. The risk of loss within such identified deductible amount will be borne by Contractor, Subcontractors, or others suffering any such loss, and if any of them wishes property insurance coverage within the limits of such amounts, each may purchase and maintain it at the purchaser's own expense.

E. If Contractor requests in writing that other special insurance be included in the property insurance policies provided under 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 to be listed as insureds or additional insureds (and the officers, directors, 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 additional insureds thereunder. Owner and Contractor waive all rights against each other and their respective officers, directors, 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 to be listed as insured or additional insured (and the officers, directors, 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, partners, employees, agents, consultants and subcontractors of each and any of them for:

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

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

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

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ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES

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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. The superintendent will be Contractor's representative at the Site and shall have authority to act on behalf of Contractor. All communications given to or received from the superintendent shall be binding on Contractor.

6.02 *Labor; Working Hours*

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

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

6.03 *Services, Materials, and Equipment*

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

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

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

6.04 *Progress Schedule*

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

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

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

#### 6.05 *Substitutes and "Or-Equals"*

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

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

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

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

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

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

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

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

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

#### 2. Substitute Items

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

b. Contractor shall submit sufficient information as provided below to allow Engineer to determine that 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 in 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 or not 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 or not 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;

4) and 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 either a Change Order for a substitute or 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 item so proposed or submitted by Contractor, Contractor shall reimburse Owner for the charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with

Owner) resulting from the acceptance of each proposed substitute.

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

#### 6.06 Concerning Subcontractors, Suppliers, and Others

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

B. If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, or other individuals or entities to be submitted to Owner in advance for acceptance by Owner by a specified date prior to the Effective Date of the Agreement, and if Contractor has submitted a list thereof in accordance with the Supplementary Conditions, Owner's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the Bidding Documents or the Contract Documents) of any such Subcontractor, Supplier, or other individual or entity so identified may be revoked on the basis of reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity, and the Contract Price will be adjusted by the difference in the cost occasioned by such replacement, and an appropriate Change Order will be issued. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of any right of Owner or Engineer to reject defective Work.

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

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

2. shall anything in the Contract Documents 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 an additional insured 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, and Engineer, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them) for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or Supplier, Contractor will obtain the same.

#### 6.07 *Patent Fees and Royalties*

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

B. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless

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

#### 6.08 *Permits*

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

#### 6.09 *Laws and Regulations*

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

B. If Contractor performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work. However, it shall not be Contractor's primary 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, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused by or based upon Contractor's performance of the Work.

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

*C. Cleaning:* Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

*D. Loading Structures:* Contractor shall not load nor permit any part of any structure to be loaded in any

manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

## 6.12 Record Documents

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

## 6.13 Safety and Protection

A. Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. 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. 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 , 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).

D. 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 acceptable Schedule of Submittals (as required by Paragraph 2.07). Each submittal will be identified as Engineer may require.

##### 1. Shop Drawings

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

b. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria,

materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide and to enable Engineer to review the information for the limited purposes required by Paragraph 6.17.D.

2. *Samples*: Contractor shall also submit Samples to Engineer for review and approval in accordance with the acceptable schedule of Shop Drawings and Sample submittals.

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 determined and verified:

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

b. the suitability of all materials with respect to intended use, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work;

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

d. shall also have 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.

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 Drawing's 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 Related Entities shall be entitled to rely on representation of Contractor's warranty and guarantee.

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

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

2. normal wear and tear under normal usage.

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

1. observations by Engineer;

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

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

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

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

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

7. any correction of defective Work by Owner.

#### *6.20 Indemnification*

A. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, 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 respective consultants, agents, officers, directors, partners, or employees by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 6.20.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

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

1. the preparation or approval of, or the failure to prepare or approve, maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or
2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

#### 6.21 *Delegation of Professional Design Services*

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

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

to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.

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

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

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

## ARTICLE 7 - OTHER WORK AT THE SITE

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### 7.01 *Related Work at Site*

A. Owner may perform other work related to the Project at the Site with Owner's employees, or via 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, a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work, and shall 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 their work and will only cut or alter their work with the written consent of Engineer and the others whose work will be affected. The duties and

responsibilities of Contractor under this Paragraph are for the benefit of such utility owners and other contractors to the extent that there are comparable provisions for the benefit of Contractor in said direct contracts between Owner and such utility owners and other contractors.

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

#### 7.02 *Coordination*

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

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

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

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

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

#### 7.03 *Legal Relationships*

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

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

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

## ARTICLE 8 - OWNER'S RESPONSIBILITIES

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#### 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 in respect of 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 in or relating to existing surface or subsurface structures at or contiguous to the Site that have been utilized by Engineer in preparing the Contract Documents.

#### 8.06 *Insurance*

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

#### 8.07 *Change Orders*

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

#### 8.08 *Inspections, Tests, and Approvals*

A. Owner's responsibility in 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. If and to the extent Owner has agreed to furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract Documents, Owner's responsibility in respect thereof will be as set forth in the Supplementary Conditions.

ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION

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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 and will not be changed without written consent of Owner and Engineer.

9.02 *Visits to Site*

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

informed of the progress of the Work and will endeavor to guard Owner against defective Work.

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

9.03 *Project Representative*

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

9.04 *Authorized Variations in Work*

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

9.05 *Rejecting Defective Work*

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

9.06 *Shop Drawings, Change Orders and Payments*

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

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

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

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

9.07 *Determinations for Unit Price Work*

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

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

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

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

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

D. When functioning as interpreter and judge under this Paragraph 9.08, Engineer will not show partiality to Owner or Contractor and will not be liable in

connection with any interpretation or decision rendered in good faith in such capacity.

9.09 *Limitations on Engineer's Authority and Responsibilities*

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

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

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

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

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

ARTICLE 10 - CHANGES IN THE WORK; CLAIMS

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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.B.

#### 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 notice 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) is required by the provisions of any bond to be given to a surety, 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 Time shall be prepared in accordance with the provisions of Paragraph 12.02.B. Each Claim shall be accompanied by claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event. The opposing party shall submit any response to Engineer and the claimant within 30 days after receipt of the claimant's last submittal (unless Engineer allows additional time).

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

1. deny the Claim in whole or in part,

2. approve the Claim, or

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

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

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

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

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

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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 include only the following items, and shall not include any of the costs itemized in Paragraph 11.01.B.

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 at the Site. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.

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

3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work

plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 11.01.

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

5. Supplemental costs including the following:

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

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

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

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

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

f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 5.06.D), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses

shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.

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

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

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

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

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

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

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

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

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

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

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

## 11.02 Allowances

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

### B. Cash Allowances

1. Contractor agrees that:

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

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

### C. Contingency Allowance

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

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

## 11.03 Unit Price Work

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

B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and

classifications of Unit Price Work performed by Contractor will be made by Engineer subject to the provisions of Paragraph 9.07.

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

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

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

2. there is no corresponding adjustment with respect 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

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### 12.01 *Change of Contract Price*

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

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

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

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

3. where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under Paragraph 12.01.B.2, on the basis of the Cost of the Work (determined as

provided in Paragraph 11.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 12.01.C).

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

1. a mutually acceptable fixed fee; or

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

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

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

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

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

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

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

### 12.02 *Change of Contract Times*

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

B. Any adjustment of the Contract Times covered by a Change Order or any Claim for an adjustment in the

Contract Times will be determined in accordance with the provisions of this Article 12.

### 12.03 *Delays*

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

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

C. If Contractor is delayed in the performance or progress of the Work by fire, flood, epidemic, abnormal weather conditions, acts of God, acts or failures to act of utility owners not under the control of Owner, or other causes not the fault of and beyond control of Owner and Contractor, then Contractor shall be entitled to an equitable adjustment in Contract Times, if such adjustment is essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays described in this Paragraph 12.03.C.

D. Owner, Engineer and the Related Entities of each of them shall not be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of Engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

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

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

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### 13.01 *Notice of Defects*

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

### 13.02 *Access to Work*

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

### 13.03 *Tests and Inspections*

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

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

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 said Paragraph 13.04.C; and
3. as otherwise specifically provided in the Contract Documents.

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

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

Contractor's purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to Owner and Engineer.

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

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

#### 13.04 *Uncovering Work*

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

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

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

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

#### 13.05 *Owner May Stop the Work*

A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, Owner may order Contractor to stop the Work,

or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work shall not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

#### 13.06 *Correction or Removal of Defective Work*

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

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

#### 13.07 *Correction Period*

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

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

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

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

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

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

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

#### 13.08 *Acceptance of Defective Work*

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

#### 13.09 *Owner May Correct Defective Work*

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

Owner may, after seven days written notice to Contractor, correct or remedy any such deficiency.

B. In exercising the rights and remedies under this Paragraph 13.09, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, take possession of Contractor's tools, appliances, construction equipment and machinery at the Site, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this Paragraph.

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

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

### ARTICLE 14 - PAYMENTS TO CONTRACTOR AND COMPLETION

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#### 14.01 *Schedule of Values*

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

#### 14.02 *Progress Payments*

A. Applications for Payments

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

2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.

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

#### *B. Review of Applications*

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### *C. Payment Becomes Due*

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

#### *D. Reduction in Payment*

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

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

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

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

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

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

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

#### *14.03 Contractor's Warranty of Title*

A. Contractor warrants and guarantees that title to all Work, materials, and equipment covered by any Application for Payment, whether incorporated in the

Project or not, will pass to Owner no later than the time of payment free and clear of all Liens.

#### *14.04 Substantial Completion*

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

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

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

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

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

#### 14.05 *Partial Utilization*

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

1. Owner at any time may request Contractor in writing to permit Owner to use or occupy any such part of the Work which Owner believes to be ready for its intended use and substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor will certify to Owner and Engineer that such part of the Work is substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.

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

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

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

#### 14.06 *Final Inspection*

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

#### 14.07 *Final Payment*

##### A. Application for Payment

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

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.7;

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

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

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

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

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

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

Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

C. Payment Becomes Due

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

14.08 *Final Completion Delayed*

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

14.09 *Waiver of Claims*

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

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

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

ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION

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15.01 *Owner May Suspend Work*

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

15.02 *Owner May Terminate for Cause*

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

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

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

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

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

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

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

2. incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and

3. complete the Work as Owner may deem expedient.

C. If Owner proceeds as provided in Paragraph 15.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid

balance of the Contract Price exceeds all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Owner arising out of or relating to completing the Work, such excess will be paid to Contractor. If such claims, costs, losses, and damages exceed such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this Paragraph Owner shall not be required to obtain the lowest price for the Work performed.

D. Notwithstanding Paragraphs 15.02.B and 15.02.C, Contractor's services will not be terminated if Contractor begins within seven days of receipt of notice of intent to terminate to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of said notice.

E. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due Contractor by Owner will not release Contractor from liability.

F. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 5.01.A, the termination procedures of that bond shall supersede the provisions of Paragraphs 15.02.B, and 15.02.C.

#### 15.03 *Owner May Terminate For Convenience*

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

1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;

2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;

3. all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs)

incurred in settlement of terminated contracts with Subcontractors, Suppliers, and others; and

4. reasonable expenses directly attributable to termination.

B. Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

#### 15.04 *Contractor May Stop Work or Terminate*

A. If, through no act or fault of Contractor, (i) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (ii) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (iii) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the Contract and recover from Owner payment on the same terms as provided in Paragraph 15.03.

B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, seven days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this Paragraph 15.04 are not intended to preclude Contractor from making a Claim under Paragraph 10.05 for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this Paragraph.

## ARTICLE 16 - DISPUTE RESOLUTION

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### 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 their intent to submit the Claim to a court of competent jurisdiction.

## ARTICLE 17 - MISCELLANEOUS

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### 17.01 *Giving Notice*

A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:

1. delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or
2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

### 17.02 *Computation of Times*

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

### 17.03 *Cumulative Remedies*

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

### 17.04 *Survival of Obligations*

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

### 17.05 *Controlling Law*

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

### 17.06 *Headings*

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

## SECTION 008000 - SUPPLEMENTARY CONDITIONS

These Supplementary Conditions Amend or Supplement the Standard General Conditions of the Construction Contract and other provisions of the Contract Documents as indicated below. All provisions which are not so amended or supplemented remain in full force and effect.

The terms used in these Supplementary Conditions have the meanings stated in the General Conditions. Additional terms used in these Supplementary General Conditions have the meanings stated below which are applicable to both the singular and plural thereof.

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**ARTICLE 1 – DEFINITIONS AND TERMINOLOGY**

SC-1.01                      Defined Terms

SC-1.01.A                      Insert in the first sentence after the phrase “printed with initial capital letters” the following phrase:

“or with capital letters”

SC-1.01.A.2                      The definition presented for “Agreement” shall also apply to an “Owner-Contractor Agreement”.

SC-1.01.A.12                      Add the following sentence at the end of the paragraph:

“The term Contract Documents shall also include the Invitation to Bid and the Instructions to Bidders.”

SC-1.01.A.17                      The following Drawings are part of the Contract Documents:

Title: Lift Station Repair Project

Revision No.: 0

Date: 2/24/2026

Sheets: 5

as prepared by Verdantas, LLC.

**ARTICLE 2 – PRELIMINARY MATTERS**

SC-2.01                      Delivery of Bonds and Evidence of Insurance

SC-2.01.A                      Insert in the first sentence after the phrase “such bonds” the following phrase:

“insurance certificates, insurance endorsements, and other documents”

Insert at the end of the first sentence after the phrase “required to furnish” the

following phrase:

“under the Contract Documents”

SC-2.01.B Delete Paragraph 2.01.B of the General Conditions in its entirety and insert the following in its place:

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

SC-2.02 Copies of Documents

SC-2.02.A Delete Paragraph 2.02.A to the General Conditions in its entirety and insert the following in its place:

OWNER shall furnish to CONTRACTOR up to three (3) copies of the Contract Documents. Additional copies will be furnished upon request at the cost of reproduction.

SC-2.05 Before Starting Construction

SC-2.05.A.2 Add to Paragraph 2.05.A.3 of the General Conditions, the following:

The total of the schedule of values prepared for the Work, as required by the General Conditions, shall not exceed the Bid submitted for the Work, unless such amount is adjusted as provided in the Contract Documents.

SC-2.07 Initial Acceptance of Schedules

SC-2.07.A Insert in the last sentence, after the phrase “to Engineer”, the following:

“and Owner”

SC-2.07.A.3 Add to Paragraph 2.07.A.3 of the General Conditions, the following:

Once approved by the Engineer, the Contractor will not change the allocation of the Contract Price to the component parts of the Work without the Engineer’s written approval. The Engineer thereafter may from time to time require the Contractor to adjust such schedule if the Engineer determines it to be in any way unreasonable or inaccurate. The Contractor then shall adjust the schedule of values as required by the Engineer within ten (10) days.

**ARTICLE 3 – CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE**

SC-3.03 Reporting and Resolving Discrepancies

SC-3.03.A.1 Insert in the first sentence of Paragraph 3.03.A.1 of the General Conditions

before the phrase “Before undertaking” the following phrase:

“In addition to its obligations under the Instructions to Bidders,”

SC-3.03.A.3 Add the following language at the end of Paragraph 3.03.A.3 of the General Conditions:

“or Contractor failed to perform its obligations under the Instructions to Bidders.”

SC-3.03.A Add the following language at the end of Paragraph 3.03.A of the General Conditions:

4. In addition to its obligations under the Instructions to Bidders, if Contractor proceeds with work that Contractor had actual knowledge or should have known that a conflict, error, ambiguity, or discrepancy existed as indicated above, correction of work constructed without such notification to Engineer shall be at Contractor's expense, (except in an emergency as authorized by Paragraph 6.16.A.).

SC-3.03.B.1 Add the following language at the end of Paragraph 3.03.B.1 of the General Conditions:

2. Within the Contract Documents, requirements of the Agreement shall take precedence over the General Conditions, which shall take precedence over the Specifications, which shall take precedence over the Drawings.

3. Within a particular Contract Document, figure dimensions on Drawings shall take precedence over general Drawings. Specific instructions or specifications shall take precedence over general instructions or specifications.

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

SC-4.01 Availability of Lands

SC-4.01.B Delete Paragraph 4.01.B to the General Conditions in its entirety and insert the following in its place:

Upon reasonable request, Owner shall furnish Contractor with a Notice of Commencement prepared for the Project, conforming to the provisions of Ohio Revised Code Section 1311.252.

SC-4.02 Subsurface and Physical Conditions

SC-4.02.A Add the following language at the end of Paragraph 4.02.A of the General Conditions:

3. In the preparation of Drawings and Specifications, ENGINEER has relied

upon the reports of physical conditions of the site of the Work as identified in Specification Section 00300 – Information Available to Bidders.

SC-4.03      Differing Subsurface and Physical Conditions

SC-4.03.A.4      Insert in the first sentence of Paragraph 4.03.A of the General Conditions after the phrase “the Contractor” the following phrase:

“as a condition precedent to any increase in the Contract Price and/or an extension of the Contract Times”

Delete the word “promptly” in the second phrase following Paragraph 4.03.A.4 of the General Conditions and insert the following in its place:

“within 48 hours”

SC-4.04      Underground Facilities

SC-4.04.A.2.b      Delete Paragraph 4.04.A.2.b of the General Conditions in its entirety and insert the following in its place:

The Contractor shall be responsible for protecting all Underground Facilities in a manner at least as cautious and protective of safety and of underground facilities as those methods identified in Ohio Revised Code Sections 3781.25 and 3781.30.

SC-4.05      Reference Points

SC-4.05      Add the following language at the end of Paragraph 4.05 of the General Conditions:

Contractor is referred to the General Requirements for additional requirements for laying out the work.

SC-4.06      Hazardous Environmental Condition at Site

SC-4.06      Delete Paragraphs 4.06.A and 4.06.B in their entirety and insert the following:

A. No reports on drawings related to Hazardous Environmental Conditions are known to Owner or Engineer.

B. Not Used.

**ARTICLE 5 – BONDS AND INSURANCE**

SC-5.01      Performance, Payment; and Other Bonds

SC-5.01. A      Delete Paragraph 5.01.A of the General Conditions in its entirety and insert the following in its place:

Contractor shall furnish a Contract Bond in the amount of the Contract Price as security for the faithful performance and payment of all of Contractor’s

obligations under the Contract Documents. Such bond shall be in the form that meets the requirements of the Ohio Revised Code. If the Contractor submitted a combined Bid Guaranty and Contract Bond with its bid for the Work, that form of Bond shall satisfy the Contractor's requirement to provide a Contract Bond. Contractor shall also furnish any other bonds as are required by the Contract Documents.

SC-5.01.B Insert in the first sentence of Paragraph 5.01.B of the General Conditions after the phrase "U.S. Department of the Treasury" the following phrase:

"and meet the other requirements of the Contract Documents"

SC-5.03 Certificates of Insurance

SC-5.03.A Delete Paragraph 5.03.A of the General Conditions in its entirety and insert the following in its place:

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

SC-5.03 Add the following language immediately after Paragraph 5.03.B of the General Conditions:

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

D. By requiring such insurance and insurance limits herein, Owner does not represent that coverage and limits will necessarily be adequate to protect Contractor, and such coverage and limits shall not be deemed as a limitation on Contractor's liability under the indemnities granted to Owner in the Contract Documents.

SC-5.04 Contractor's Liability Insurance

SC-5.04.B.1 Delete the phrase "subject to any customary exclusion regarding professional liability" from the first sentence of Paragraph 5.04.B.1

SC-5.04.B.3 Amend in Paragraph 5.04.B.3 of the General Conditions the phrase "completed operations insurance" to read "products and completed operations insurance".

SC-5.04.B.5 Amend in Paragraph 5.04.B.5 of the General Conditions the phrase "materially changed" to read "materially changed with respect to coverage on the Project".

SC-5.04.B.7 Amend in Paragraph 5.04.B.7 of the General Conditions the phrase

“completed operations insurance” to read “products and completed operations insurance”.

SC-5.04

Add the following new paragraphs immediately after Paragraph 5.04.B.

C. The limits of liability for the insurances required by paragraph 5.04 of the General Conditions shall provide coverage for not less than the following amounts or greater where required by Law or Regulations. The types of insurance and the limits of liability indicated are the minimum required. Neither the Owner nor the Engineer warrant the adequacy of the types of insurance or the limits of liability required. Any policy exclusions shall be indicated on the insurance certificate. Insurance shall be provided on an occurrence form basis. Contractor shall provide verification of all coverage with or on the insurance certificate.

1. Worker's Compensation and related coverage under Paragraphs 5.04.A.1 and A.2 of the General Conditions:

a. State of Ohio:	Statutory
b. Employer's Liability:	
Bodily Injury by Accident:	
Each Accident	\$ 1,000,000
Bodily Injury by Disease:	
Each Employee	\$ 1,000,000
Policy Limit	\$ 1,000,000

2. Contractor's General Liability under Paragraphs 5.04.A.3 through A.6 of the General Conditions which shall be written on a commercial general liability form and which shall include completed operations insurance and product liability coverage and eliminate the exclusion with respect to property under the care, custody and control of the Contractor:

a. Policy Limits:	
1) General Aggregate	\$ 2,000,000
2) Products – Completed Operations Aggregate	\$ 1,000,000
3) Personal and Advertising Injury	\$ 2,000,000
4) Each Occurrence (Bodily Injury and Property Damage)	\$ 1,000,000
5) Fire Damage (any one fire)	\$ 1,000,000
6) Medical Expense (any one person)	\$ 10,000

b. Policy shall include as a minimum the following coverage:

- 1) Broad Form Property Damage Coverage.
- 2) An elimination of the exclusions with respect to property under the care, custody, or control of the Contractor. In lieu of elimination of the exclusion, the Contractor may provide Builder's Risk or Installation floater coverage for property under the care, custody, or control of the Contractor.
- 3) Explosion, Collapse, and Underground coverage applicable under Property Damage Liability Insurance.
- 4) Contractual Liability Coverage.
- 5) Independent Contractor Coverage.
- 6) Property Damage liability insurance will provide Explosion, Collapse, and Underground coverages where applicable.

3. Comprehensive Automobile Liability under Paragraph 5.04.A.6 of the General Conditions:

a. Bodily Injury:

Each person	\$ 500,000
Each Accident	\$ 1,000,000

b. Property Damage:

Each Accident	\$ 500,000
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4. Umbrella Coverage:

a. Umbrella policy (pay on behalf form) with limits of \$2,000,000 for bodily injury, personal injury and property damage on a combined basis shall be provided with the stated underlying limits of Paragraphs 5.04.C.1, 5.04.C.2, and 5.04.C.3.

b. Policy shall include the Owner, the Engineer and any others required by Paragraph 5.04.B.1 of the General Conditions as additional insureds.

D. Insurance certificates for commercial general, automobile, umbrella, and builder's risk shall specifically indicate by name the additional insureds which are to include the Owner, the Engineer as well as any other persons or entities so identified. Certificates shall be Acord 25-S or equivalent.

E. The following provisions shall also apply to the insurance provided by the Contractor:

1. Contractor's insurance shall be primary and non-contributory.
2. Insurance policies shall be written on an occurrence basis only.
3. The Contractor shall require all Subcontractors to provide Workers' Compensation, CGL, and Automobile Liability Insurance with the same minimum limits specified herein, unless the Owner agrees to a lesser amount.
4. Owner shall be named as a certificate holder on the policies of insurance maintained by Contractor. The Contractor shall provide each additional insured with a certificate of insurance.

SC-5.06                      Property Insurance

SC-5.06.A                      Delete Paragraph 5.06.A in its entirety and insert the following:

A. Contractor shall purchase and maintain property insurance upon the Work at the Site in the amount of full replacement cost thereof. Insurance shall be completed value form.

1. This insurance shall:
  - a. include the interests of Owner, Contractor, Subcontractors, Engineer, and any other individuals or entities identified herein, and the officers, directors, partners, employees, agents, and other consultants and subcontractors of any of them, each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured (Insurance certificates shall specifically indicate by name the additional insureds which are to include Owner and Engineer as well as other individuals or entities so identified.);
  - b. be written on a Builder's Risk "all-risk" form that shall at least include insurance for physical loss and damage to the Work, temporary buildings, falsework, and materials and equipment in transit and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism, and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage (including that caused by flood or hydrostatic pressure), and such other perils or causes of loss as may be specifically required by the Supplementary Conditions;
  - c. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);
  - d. cover the total value of materials and equipment supplied under the Contract from the time Contractor takes possession of them until they are installed and tested by Contractor and the project is accepted as complete by Owner under an endorsement to this policy or in the form of Installation Floater Insurance of the "all risk" type;

- e. allow for partial utilization of the Work by Owner;
- f. include testing and startup; and
- g. 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 additional insured to whom a certificate of insurance has been issued.

- 2. Contractor shall be responsible for any deductible or self-insured retention.
- 3. The policies of insurance required to be purchased and maintained by Contractor in accordance with this Paragraph 5.06.A and shall comply with the requirements of Paragraph 5.06.C of the General Conditions.

SC-5.06.B Delete Paragraph 5.06.B of the General Conditions in its entirety.

SC-5.06.D Delete the first sentence of Paragraph 5.06.D of the General Conditions and insert the following in its place:

The Contractor shall pay all deductible provisions of insurances. The maximum deductible shall be \$5,000.

SC-5.06.E Delete Paragraph 5.06.E of the General Conditions in its entirety.

**ARTICLE 6 – CONTRACTOR’S RESPONSIBILITIES**

SC-6.02 *Labor; Working Hours*

SC-6.02.B Insert in the second sentence of Paragraph 6.02.B of the General Conditions before the phrase “or any legal holiday” the following phrase:

“shut down dates as defined in the Agreement,”

SC-6.02 Add the following new paragraph immediately after Paragraph 6.02.B.

C. Costs incurred by the Owner related to inspection of Work performed by the Contractor, at the Contractor’s discretion, outside of regular working hours and not approved, in writing, by the Owner, shall be the responsibility of the Contractor. The Owner may deduct these costs from the periodic and final payment requests submitted by the Contractor.

SC-6.03 *Services, Materials, and Equipment*

SC-6.03.B Add the following to the end of Paragraph 6.03.B of the General Conditions.

Contractor and Supplier warrant that all materials and equipment are suitable and fit for the intended use of such materials and equipment and are free from defects in material, workmanship or design. The foregoing applies whether the materials or equipment are specified in the Contract Documents.

SC-6.06                      Concerning Subcontractors, Suppliers, and Others

SC-6.06.A                      Add the following to the end of Paragraph 6.06.A of the General Conditions.

If Owner or Engineer after due investigations has reasonable objections to any proposed Subcontractor, Supplier, or other individual or entity, either may request Contractor submit an acceptable substitute without an increase in Contract Price.

SC-6.06                              Add the following new paragraph immediately after Paragraph 6.06.G.

F.    The Owner or the Engineer may furnish to any Subcontractor or Supplier to the extent practicable, information about amounts paid to the Contractor on account of Work performed for the Contractor by a particular Subcontractor or Supplier.

SC-6.08                      Permits

SC-6.08                              Add the following new paragraph immediately after Paragraph 6.08.A.

B.    Refer to the General Requirements for additional permit information.

SC-6.10                      Taxes

SC-6.10                              Add the following new paragraphs immediately after Paragraph 6.10.A.

B.    Materials purchased for use or consumption in connection with the proposed Work will be exempt from the State of Ohio Sales Tax, as provided in Section 5739.02 of the Ohio Revised Code, and also from the State of Ohio Use Tax, as provided in Section 5741.01 of the Ohio Revised Code. The Owner will provide the Contractor with a Construction Tax Exempt Certificate upon request, made through the Engineer.

C.    Purchases by the Contractor of expendable items, such as form lumber, tools, oil, greases, fuel, or equipment rentals, are subject to the application of Ohio Sales or Use Taxes.

SC-6.12                      Record Documents

SC-6.12.A                      Delete the last sentence of Paragraph 6.12.A of the General Conditions and insert the following in its place:

The Contractor shall deliver these record documents, samples, and shop drawings to the Engineer, no later than the date for Substantial Completion, for the Engineer's review and transmittal to the Owner.

SC-6.14                      Safety Representative

SC-6.14                              Add the following new paragraph immediately after Paragraph 6.14.A.

B.    Contractor shall keep at the Site at all times during the progress of the

Work a competent person to comply with OSHA trenching and excavation requirements. The competent person shall be one who is capable of identifying existing and predictable hazards in the surroundings, or working conditions that are unsanitary, hazardous or dangerous to employees, and who has authorization to take prompt corrective measures to eliminate them.

SC-6.20                      Indemnification

SC-6.20.A                      Delete Paragraph 6.20.A in its entirety and insert the following:

A. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify, defend and hold harmless Owner and Engineer, and the officers, directors, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, (whether alleged or proven), demands, 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 Work or any breach of Contractor's obligations under the Contract Documents, including but not limited to the breach of any warranty provided in the Contract Documents. The Contractor's obligations under this Paragraph 6.20.A are joint and several.

SC-6.20.C                      Delete Paragraph 6.20.C of the General Conditions in its entirety, including Paragraph 6.20.C.1 and Paragraph 6.20.C.2.

**ARTICLE 7 – OTHER WORK AT THE SITE**

SC-7.04                      Claims by Other Contractors

SC-7.04                      Add the following new paragraph immediately after Paragraph 7.03.

7.04   Claims by Other Contractors

A. Should Contractor cause damage to the work or property of any separate contractor at the Site, or should any claim arising out of Contractor's performance of the Work at the Site be made by any other contractor against Contractor, Contractor shall promptly attempt to settle with such other contractor by agreement or to otherwise resolve the dispute by arbitration or at law.

B. Should Contractor cause damage to the work or property of any separate contractor at the Site, or should any claim arising out of Contractor's performance of the Work at the Site be made by any other contractor against Owner or Engineer, Contractor shall indemnify Owner and Engineer as required under Paragraph 6.20.

**ARTICLE 9 – ENGINEER'S STATUS DURING CONSTRUCTION**

SC-9.03                      Project Representative

SC-9.03                      Add the following new paragraph immediately after Paragraph 9.03.A.

B. Resident Project Representative personnel on this project may include personnel furnished by Owner, Engineer, or both. The duties and responsibilities of the Resident Project Representative(s) include the following:

1. Review schedules as required in Paragraph 2.05.A of the General Conditions and amendment thereto.
2. Attend conferences and meetings with Contractor.
3. Serve as liaison between Engineer and Contractor and help Engineer serve as liaison between Owner and Contractor.
4. Conduct on-site observation of the work.
5. Observe tests, equipment, and system startups.
6. Report to Engineer when clarifications and interpretations of the Contract Documents are needed. Consider, evaluate, and report to Engineer, Contractor's requests for modification.
7. Maintain orderly records, keep a daily log (when on a part-time basis, keep log for days visiting site), and furnish periodic reports to Engineer of the progress of the Work.
8. Before project completion, prepare final list of items to be completed or corrected and make recommendations to Engineer concerning acceptance of the Work.
9. Review Payment Applications from Contractor.

The Resident Project Representatives shall not:

1. Authorize any deviation from the Contract Documents or substitutions of materials or equipment.
2. Exceed limitations of Engineer's authority as set forth in the Contract Documents.
3. Undertake any of the responsibilities of Contractor, Subcontractor, or Contractor's superintendent.
4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences, or procedures of construction.
5. Advise on, issue directions regarding, or assume control over safety precautions and programs in connection with the Work.
6. Accept shop drawing or sample submittals from anyone other than Contractor.

7. Authorize Owner to occupy the Project in whole or in part.
8. Participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by Engineer.
9. Offer interpretation of the Contracts Documents without consultation with and direction from the Engineer.

## **ARTICLE 10 – CHANGES IN THE WORK; CLAIMS**

### SC-10.05            Claims

SC-10.05.B            Add the following to the end of Paragraph 10.05.B of the General Conditions.

The Contractor acknowledges and agrees that the Owner and/or parties in privity of contract with the Owner may delay, interfere with and/or disrupt the Contractor's Work, and such actions shall not constitute a breach of contract by the Owner, since the Contractor is entitled to additional compensation by properly pursuing a Claim as permitted by these Modified General Conditions. Pending the final resolution of a Claim, the Contractor shall continue performance of the Work.

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

### SC-11.03            Unit Price Work

SC-11.03.D            Delete Paragraph 11.03.D in its entirety and insert the following:

D.    The unit price of an item of Unit Price Work shall be subject to reevaluation and adjustment under the following conditions:

1.    If the total unit cost of a particular item of Unit Price Work amounts to 15% or more of the Contract Price and the variation in the quantity of that particular item of Unit Price Work performed by the Contractor differs by more than 25% from the estimated quantity of such item indicated in the Agreement; and
2.    If there is no corresponding adjustment with respect to any other item of Work; and
3.    If the Contractor believes that it has incurred additional expense as a result thereof; or
4.    If the Owner believes that the quantity variation entitles it to an adjustment in unit price,

either the Owner or the Contractor may make a Claim for an adjustment in the Contract Price in accordance with Article 10 if the parties are unable to agree as to the effect of any such variations in the quantity of Unit Price Work performed.

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

SC-12.03                      Delays

SC-12.03.A                      Add the following language at the end of Paragraph 12.03.A of the General Conditions:

Abnormal weather conditions shall be defined as conditions related to temperature and precipitation not reasonably anticipatable for the region. The following chart defines the number of days of inclement weather deemed normal for the project area. Conditions beyond the given limits are deemed abnormal.

Month	Days with 0.10 inch Precipitation, or more	Days with 32 Degrees F, or less
January	14	26
February	12	23
March	14	20
April	14	6
May	13	0
June	12	0
July	11	0
August	9	0
September	8	0
October	8	3
November	11	15
December	12	24

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

SC-13.03                      Tests and Inspections

SC-13.03.A                      Add the following language at the beginning of Paragraph 13.03.A of the General Conditions:

All Work is subject to testing to indicate compliance with Contract Document requirements. Duplicate copies of test results of all tests required shall be submitted to Engineer. Testing laboratories are subject to the approval of

Engineer. Tests and inspection of work may be conducted by Owner or an independent laboratory employed by Owner. Tests may also be performed in the field by Engineer as a basis for acceptance of the Work.

Add the following language at the end of Paragraph 13.03.A of the General Conditions:

Samples required for testing shall be furnished by Contractor at no cost to Owner. In the event that completed Work does not conform to specification requirements during the initial test, the Work shall be corrected and retested for conformance. The entire cost of retesting completed Work shall be borne by Contractor. This shall include the extra cost for inspection to Owner which will be deducted from the final amount due Contractor.

SC-13.09                      Owner May Correct Defective Work

SC-13.09.A                      Delete Paragraph 13.09.A in its entirety and insert the following:

If Contractor fails within two (2) business days of a written notice from the Owner or Engineer, or such longer time as may be stated in such notice, to correct, or take reasonable steps to commence to correct, defective Work or to remove and replace, or take reasonable steps 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 correct or remedy any such deficiency. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor all the 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. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. The Contractor irrevocably designates the Owner as the Contractor's attorney-in-fact to execute the Change Orders provided for in this Paragraph 13.09.

**ARTICLE 14 – PAYMENTS TO CONTRACTOR AND COMPLETION**

SC-14.02                      Progress Payments

SC-14.02.A.1                      Insert after the first sentence of Paragraph 14.02.A.1 of the General Conditions the following sentence:

The Application for Payment shall be in the form and submitted in the number of copies (with all related documents), as required by the Contract Documents.

SC-14.02.A.1                      Add the following new paragraphs immediately after Paragraph 14.02.A.3.

4. Contractor shall submit on 8-1/2 by 11 paper each lien waiver

submitted. The lien waiver shall be submitted in the same number or copies as the Application for Payment. The copies of the lien waiver submitted shall include at least one original.

5. No advanced payment for shop drawing preparation will be made. Shop drawing costs will be paid when equipment and materials are delivered and suitably stored on the site.

6. All stored equipment and materials for which payment is requested shall have invoices included with the Application for Payment. Equipment shall be identified thoroughly on the invoices, including serial numbers. The invoices shall be submitted in the same number or copies as the Application for Payment.

7. Payment for the stored equipment and material which are on the site shall not exceed the invoiced amount for each item, less the Contract retainage. The overhead and profit for the stored items shall not be invoiced until the item is installed.

8. Payment for off-site storage is normally reserved for sensitive or very large pieces of equipment that in Engineer's opinion would not be practical to have stored on the site. Payment for off-site stored items shall be limited to 75% of the invoiced value of the item, less Contract retainage. Contractor shall reimburse Owner the Cost of inspecting off-site stored items. When off-site storage is approved, Contractor shall provide Insurance Certificates and Document of Ownership to Owner.

SC-14.02.C.1 Delete the word "Ten" in the first sentence of Paragraph 14.02.C.1 of the General Conditions and insert the following in its place:

"Thirty"

SC-14.04 Substantial Completion

SC-14.04 Add the following new paragraphs immediately after Paragraph 14.04.D.

E. The Contractor's warranties under the Contract Documents shall remain in full force and effect and cover any remedial Work, even if performed by others.

F. If more than one inspection by the Engineer for purposes of evaluating corrected Work is required, the inspections will be performed at the Contractor's expense.

SC-14.06 Final Inspection

SC-14.06 Add the following new paragraph immediately after Paragraph 14.06.A.

B. The ENGINEER will conduct one (1) inspection for the final payment application review when requested to by the CONTRACTOR. If the ENGINEER determines that the contract is not complete in accordance with

the approved contract documents the CONTRACTOR will be assessed for each additional inspection.

END OF SECTION 008000

## SECTION 008500 - FUNDING AGENCY REQUIREMENTS

### ARTICLE 1 GENERAL

1.01 This project is funded in part by one or more federal and/or state agencies. As such, the provisions those funding programs are applicable to this project and each Contractor will be required to comply in all aspects to the provisions set forth.

### ARTICLE 2 SPECIFIC AGENCY REQUIREMENTS

#### 2.01 Ohio Environmental Protection Agency

A. This project is being funded in part through the Water Supply Revolving Loan Account (WSRLA) and/or the Water Pollution Control Loan Fund (WPCLF) administered by the Ohio Environmental Protection Agency. Contractor must comply with the various requirements of this agency as listed herein.

1. Violating Facilities: 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.

2. Small Business Utilization in Rural Areas (SBRA): This procurement is subject to the EPA policy of encouraging the participation of small business in rural areas (SBRA's). Contractor shall comply with the provisions set forth in U.S. Environmental Protection Agency Rural Area Business Enterprise Development Plan.

3. Contract Change Orders: Contract Change Orders for this project require coordination with, and approval by, the Ohio Environmental Protection Agency. Refer to Section 009463 for additional information and instructions.

4. Disadvantaged Business Enterprises (DBE) Utilization Policies: In compliance with the provisions of the requirements associated with the OEPA Disadvantaged Business Enterprises (DBE) Utilization Policy, the Contractor, shall:

- a. pay its Subcontractor(s) for satisfactory performance no more than 30 days from the Contractor's receipt of payment from the Owner.
- b. notify the Owner in writing prior to the termination of any Disadvantaged Business Enterprise Subcontractor for the convenience of the Contractor.
- c. employ documented good faith efforts as outlined herein to solicit a replacement Subcontractor for any DBE Subcontractor who fails to complete to complete work under their subcontract for any reason. Good faith efforts include:
  - 1) Ensure Disadvantaged Business Enterprises (DBE's) are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities; including DBE's on solicitation lists and soliciting them whenever they are potential sources.

- 2) Make information on forthcoming opportunities available to DBE's and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBE's in the competitive process. This includes, whenever possible, posting solicitation for bids 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 DBE's. This will include dividing total requirements when economically feasible into smaller tasks or quantities to permit participation by DBE's in the competitive process.
  - 4) Encourage subcontracting with a consortium of DBE's 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.
- d. employ documented good faith efforts as outlined above in identifying Subcontractors to participate in this project even if the Contractor has achieved its fair share objectives.
  - e. Provide **Form 6100-2 - DBE Subcontractor Actual Participation Form** to all of its Disadvantaged Business Enterprise subcontractors. This form gives the DBE subcontractor the opportunity to describe the work the DBE received from the Bidder, the actual amount the DBE was paid and any other concerns the DBE might have. After the work has been completed, DBE subcontractors shall submit the completed Form 6100-2 directly to the Region 5 DBE Coordinator listed below.

Region 5 MBE/WBE Coordinator  
 USEPA, Acquisition and Assistance Branch  
 77 West Jackson Boulevard (MC-10J)  
 Chicago, IL 60604

- f. During construction, provide the data necessary for the Owner to report MBE/WBE accomplishments on **Form 5700-52A** annually (within 15 days after each October 1<sup>st</sup>). If there were no MBEs or WBEs utilized, or no procurement expenditures of any kind were made during the reporting period, a "negative report" is still required.

5. **Anti-discrimination Clause:** The Contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of the 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.

6. **Prohibition on Telecommunications and Video Surveillance:** Under the terms of the funding on this project, restrictions apply to loan recipients and subrecipients regarding certain telecommunications and video surveillance services or equipment due to Public Law 115-232.

END OF SECTION

**Ohio Environmental Protection Agency Construction Forms**

**Disadvantaged Business Enterprise (DBE) Program  
DBE Subcontractor Participation Form**

An EPA Financial Assistance Agreement Recipient must require its prime contractors to provide this form to its DBE subcontractors. This form gives a DBE<sup>1</sup> subcontractor<sup>2</sup> the opportunity to describe work received and/or report any concerns regarding the EPA-funded project (e.g., in areas such as termination by prime contractor, late payments, etc.). The DBE subcontractor can, as an option, complete and submit this form to the EPA DBE Coordinator at any time during the project period of performance.

Subcontractor Name		Project Name	
Bid/ Proposal No.	Assistance Agreement ID No. (if known)	Point of Contact	
Address			
Telephone No.		Email Address	
Prime Contractor Name		Issuing/Funding Entity:	

<b>Contract Item Number</b>	<b>Description of Work Received from the Prime Contractor Involving Construction, Services , Equipment or Supplies</b>	<b>Amount Received by Prime Contractor</b>

<sup>1</sup> A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.205 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

<sup>2</sup> Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.



## U.S. ENVIRONMENTAL PROTECTION AGENCY MBE/WBE UTILIZATION UNDER FEDERAL GRANTS AND COOPERATIVE AGREEMENTS

### PART I. (Reports are required even if no procurements are made during the reporting period.)

1A. FEDERAL FISCAL YEAR (Oct. 1-Sep 30)  20_____	1B. REPORTING PERIOD (Check ALL appropriate boxes) <input type="checkbox"/> 1 <sup>st</sup> (Oct-Dec) <input type="checkbox"/> 2 <sup>nd</sup> (Jan-Mar) <input type="checkbox"/> 3 <sup>rd</sup> (Apr-Jun) <input type="checkbox"/> 4 <sup>th</sup> (Jul-Sep) <input type="checkbox"/> Semi-Annual (Oct-Mar) <input type="checkbox"/> Semi-Annual (Apr-Sep) <input type="checkbox"/> Annual <input type="checkbox"/> Check if this is the last report for the project (Project completed).				
1C. REVISION OF A PRIOR REPORT? Y or N Year: _____ Quarter: _____	BRIEFLY DESCRIBE THE REVISIONS YOU ARE MAKING:				
2A. EPA FINANCIAL ASSISTANCE OFFICE ADDRESS ( ATTN: DBE Coordinator)		3A. RECIPIENT NAME AND ADDRESS			
2B. EPA DBE COORDINATOR  Name:  E-mail:	2C. PHONE:  Fax:	3B. RECIPIENT REPORTING CONTACT:  Name:  E-mail:	3C. PHONE:  Fax:		
4A. FINANCIAL ASSISTANCE AGREEMENT ID NUMBER (SRF State Recipients, refer to Instructions for Completion of blocks 4A, 5A and 5C.)		4B. FEDERAL FINANCIAL ASSISTANCE PROGRAM TITLE or CFDA NUMBER:			
5A. TOTAL ASSISTANCE AGREEMENT AMOUNT (SRF State Recipients, refer to Instructions for Completion of blocks 4A, 5A and 5C.)  EPA Share: \$ _____  Recipient Share: \$ _____		5B. If NO procurement and NO accomplishments were made this reporting period (by the recipients, sub-recipients, loan recipients, and prime contractors), <b>CHECK</b> and <b>SKIP</b> to Block No. 7. ( <u>Procurements</u> are all expenditures through contract, order, purchase, lease or barter of supplies, equipment, construction, or services needed to complete Federal assistance programs. <u>Accomplishments</u> , in this context, are procurements made with MBEs and/or WBEs.  <input type="checkbox"/>			
5C. <b>Total Procurements This Reporting Period</b> (Only include amount not reported in any prior reporting period)  Total Procurement Amount \$ _____ (Include total dollar values awarded by recipient, sub-recipients and SRF loan recipients, <b>including MBE/WBE expenditures.</b> )					
5D. Were sub-awards issued under this assistance agreement? Yes <input type="checkbox"/> No <input type="checkbox"/> Were contracts issued under this assistance agreement? Yes <input type="checkbox"/> No <input type="checkbox"/>					
5E. <b>MBE/WBE Accomplishments This Reporting Period</b>					
Actual MBE/WBE Procurement Accomplished: (Include total dollar values awarded by recipient, sub-recipients, SRF loan recipients and Prime Contractors.)					
	<u>Construction</u>	<u>Equipment</u>	<u>Services</u>	<u>Supplies</u>	<u>Total</u>
<b>\$MBE:</b>	_____	_____	_____	_____	_____
<b>\$WBE:</b>	_____	_____	_____	_____	_____
6. COMMENTS: (If no MBE/WBE procurements were accomplished during the reporting period, please explain what steps you are taking to achieve the MBE/WBE Program requirements specified in the terms and conditions of the Assistance Agreement.)					
7. NAME OF RECIPIENT'S AUTHORIZED REPRESENTATIVE		TITLE			
8. SIGNATURE OF RECIPIENT'S AUTHORIZED REPRESENTATIVE		DATE			



# Instructions:

## A. General Instructions:

MBE/WBE utilization is based on 40 CFR Part 33. EPA Form 5700-52A must be completed by recipients of Federal grants, cooperative agreements, or other Federal financial assistance which involve procurement of supplies, equipment, construction or services to accomplish Federal assistance programs.

Recipients are required to report 30 days after the end of each federal fiscal quarter, semiannually, or annually, per the terms and conditions of the financial assistance agreement.

	<b>Quarterly Reporting Due Date</b>	<b>Semiannual Reporting Due Date</b>	<b>Annual Reporting Due Date</b>
Agreements awarded prior to May 27, 2008	January 30, April 30, July 30, October 30	N/A	October 30
Agreements awarded on or after May 27, 2008	N/A	April 30, October 30	October 30

MBE/WBE program requirements, including reporting, are material terms and conditions of the financial assistance agreement.

## B. Definitions:

**Procurement** is the acquisition through contract, order, purchase, lease or barter of supplies, equipment, construction or services needed to accomplish Federal assistance programs.

A **contract** is a written agreement between an EPA recipient and another party (also considered "prime contracts") and any lower tier agreement (also considered "subcontracts") for equipment, services, supplies, or construction necessary to complete the project. This definition excludes written agreements with another public agency. This definition includes personal and professional services, agreements with consultants, and purchase orders.

A **minority business enterprise (MBE)** is a business concern that is (1) at least 51 percent owned by one or more minority individuals, or, in the case of a publicly owned business, at least 51 percent of the stock is owned by one or more minority individuals; and (2) whose daily business operations are managed and directed by one or more of the minority owners. In order to qualify and participate as an MBE prime or subcontractor for EPA

recipients under EPA's DBE Program, an entity must be properly certified as required by 40 CFR Part 33, Subpart B.

U.S. citizenship is required. Recipients shall presume that minority individuals include Black Americans, Hispanic Americans, Native Americans, Asian Pacific Americans, or other groups whose members are found to be disadvantaged by the Small Business Act or by the Secretary of Commerce under section 5 of Executive order 11625. The reporting contact at EPA can provide additional information.

A **woman business enterprise (WBE)** is a business concern that is, (1) at least 51 percent owned by one or more women, or, in the case of a publicly owned business, at least 51 percent of the stock is owned by one or more women and (2) whose daily business operations are managed and directed by one or more of the women owners. In order to qualify and participate as a WBE prime or subcontractor for EPA recipients under EPA's DBE Program, an entity must be properly certified as required by 40 CFR Part 33, Subpart B.

Business firms which are 51 percent owned by minorities or women, but are in fact managed and operated by non-minority individuals do not qualify for meeting MBE/WBE procurement goals. U.S. Citizenship is required.

## **Good Faith Efforts**

A recipient is required to make the following good faith efforts whenever procuring construction, equipment, services, and supplies under an EPA financial assistance agreement. These good faith efforts for utilizing MBEs and WBEs must be documented. Such documentation is subject to EPA review upon request:

1. Include of MBEs/WBEs on solicitation lists.
2. Assure that MBEs/WBEs are solicited once they are identified.
3. Divide total requirements into smaller tasks to permit maximum MBE/WBE participation, where feasible.
4. Establish delivery schedules which will encourage MBE/WBE participation, where feasible.
5. Encourage use of the services of the U.S. Department of Commerce's Minority Business Development Agency (MBDA) and the U.S. Small Business Administration to identify MBEs/WBEs.

6. Require that each party to a subgrant, subagreement, or contract award take the good faith efforts outlined here.

**C. Instructions for Part I:**

- 1a. Specify Federal fiscal year this report covers. The Federal fiscal year runs from October 1<sup>st</sup> through September 30<sup>th</sup> (e.g. **November 29, 2010 falls within Federal fiscal year 2011**)
- 1b. Check applicable reporting box, quarterly, semiannually, or annually. Also indicate if this is the last report for the project.
- 1c. Indicate if this is a revision to a previous year, half-year, or quarter, and provide a brief description of the revision you are making.
- 2a-c. Please refer to your financial assistance agreement for the mailing address of the EPA financial assistance office for your agreement.
- The “EPA DBE Reporting Contact” is the DBE Coordinator for the EPA Region from which your financial assistance agreement was originated. For a list of DBE Coordinators please refer to the EPA OSBP website at [www.epa.gov/osbp](http://www.epa.gov/osbp). Click on “Regional Contacts” for the name of your coordinator.
- 3a-c. Identify the agency, state authority, university or other organization which is the recipient of the Federal financial assistance and the person to contact concerning this report.
- 4a. Provide the Assistance Agreement number assigned by EPA. A separate report must be submitted for each Assistance Agreement.
- \*For SRF recipients:** In box 4a list numbers for ALL OPEN Assistance Agreements being reported on this form. Please note that although the New DBE Rule (which took effect May 27, 2008) revised the reporting frequency requirements from quarterly to semiannually, that change only applies to agreements awarded AFTER the New DBE Rule took effect. Therefore, SRF recipients may either continue to report activity for all Agreements on one form on a quarterly basis until the last award that was made prior to the New DBE Rule has been closed out; OR, the recipient may split the submission of SRF reports into quarterly reports for Agreements awarded prior the New DBE Rule, and semiannually for the awards made after the New DBE Rule.

- 4b. Refer back to Assistance Agreement document for this information.

- 5a. Provide the total amount of the Assistance Agreement which includes Federal funds plus recipient matching funds and funds from other sources.

**\*For SRF recipients only:** SRF recipients will not enter an amount in 5a. Please leave 5a blank.

- 5b. Self-explanatory.

- 5c. Provide the total dollar amount of **ALL** procurements awarded this reporting period by the recipient, sub-recipients, and SRF loan recipients, **including** MBE/WBE expenditures. For example: Actual dollars for procurement from the procuring office; actual contracts let from the contracts office; actual goods, services, supplies, etc., from other sources including the central purchasing/ procurement centers).

**\*NOTE:** To prevent double counting on line 5C, if any amount on 5E is for a subcontract and the prime contract has already been included on Line 5C in a prior reporting period, then report the amount going to MBE or WBE subcontractor on line 5E, but exclude the amount from Line 5C. To include the amount on 5C again would result in double counting because the prime contract, which includes the subcontract, would have already been reported.

- 5d. State whether or not sub-awards and/or subcontracts have been issued under the assistance agreement by indicating “yes” or “no”.

- 5e. Where requested, also provide the total dollar amount of all MBE/WBE procurement awarded during this reporting period by the recipient, sub-recipients, SRF loan recipients, and prime contractors in the categories of construction, equipment, services and supplies. These amounts include Federal funds plus recipient matching funds and funds from other sources.

**\*For SRF recipients only:** In 5c please enter the total procurement amount for the quarter, or semiannual period, under all of your SRF Assistance Agreements. The figure reported in this section is **not** directly tied to an individual Assistance Agreement identification number. **(SRF state recipients report state procurements in this section)**

6. If there were no MBE/WBE accomplishments this reporting period, please briefly explain what

specific steps you are taking to achieve the MBE/WBE requirements specified in the terms and conditions of the Assistance Agreement.

7. Name and title of official administrator or designated reporting official.
8. Signature, month, day, and year report submitted.

#### D. Instructions for Part II:

For each MBE/WBE procurement made under this assistance agreement during the reporting period, provide the following information:

1. Check whether this procurement was made by the recipient, sub-recipient/SRF loan recipient, or the prime contractor.
2. Check either the MBE or WBE column. If a firm is both an MBE and WBE, the recipient may choose to count the entire procurement towards EITHER its MBE or WBE accomplishments. The recipient may also divide the total amount of the procurement (using any ratio it so chooses) and count those divided amounts toward its MBE and WBE accomplishments. If the recipient chooses to divide the procurement amount and count portions toward its MBE and WBE accomplishments, please state the appropriate amounts under the MBE and WBE columns on the form. **The combined MBE and WBE amounts for that MBE/WBE contractor must not exceed the "Value of the Procurement" reported in column #3**
3. Dollar value of procurement.
4. Date of procurement, shown as month, day, year. Date of procurement is defined as the date the contract or procurement was awarded, **not** the date the contractor received payment under the awarded contract or procurement, unless payment occurred on the date of award. **(Where direct purchasing is the procurement method, the date of procurement is the date the purchase was made)**
5. Using codes at the bottom of the form, identify type of product or service acquired through this procurement (e.g., enter 1 if construction, 2 if supplies, etc).
6. Name, address, and telephone number of MBE/WBE firm.

\*\*This data is requested to comply with provisions mandated by: statute or regulations

and 33); OMB Circulars; or added by EPA to ensure sound and effective assistance management. Accurate, complete data are required to obtain funding, while no pledge of confidentiality is provided.

The public reporting and recording burden for this collection of information is estimated to average 1 hour per response annually. Burden means the total time, effort, or financial resources expended by persons to generate, maintain, retain, or disclosure or provide information to or for a Federal agency. This includes the time needed to review instructions; develop, acquire, install, and utilize technology and systems for the purposes of collecting, validating, and verifying information, processing and

maintaining information, and disclosing and providing information; adjust the existing ways to comply with any previously applicable instructions and requirements; train personnel to be able to respond to a collection of information; search data sources; complete and review the collection of information; and transmit or otherwise disclose the information. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number.

Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, OPPE Regulatory Information Division, U.S. Environmental Protection Agency (2136), 1200 Pennsylvania Avenue, NW, Washington, D.C. 20460. Include the OMB Control number in any correspondence. Do not send the completed form to this address.



## SECTION 008800 - PREVAILING WAGE REQUIREMENTS

### ARTICLE 1 GENERAL

1.01 The Contractor and all Subcontractors shall pay employees at a rate not less than the minimum wages specified in the current wage determination in accordance with the Davis-Bacon Act.

1.02 A copy of the wage determination current at the time of Bid has been included for reference.

### ARTICLE 2 LABOR STANDARDS PROVISIONS

2.01 This project is funded in part by the Water Supply Revolving Loan Account (WSRLA) and/or the Water Pollution Control Loan Fund (WPCLF) administered by the Ohio Environmental Protection Agency. Contractors shall comply with the **Federal Labor Standards Provisions** as outlined in the Project Manual.

2.02 The Federal Labor Standards included in the Project Manual apply 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 the 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 §29 CFR 5.1.

2.03 As outlined in the Federal Labor Standards Provisions, “subrecipient” means the **Village of Jeffersonville, Ohio**.

### ARTICLE 3 CONTRACT WORK HOURS AND SAFETY STANDARDS PROVISIONS

3.01 This project is funded in part by the Water Supply Revolving Loan Account (WSRLA) and/or the Water Pollution Control Loan Fund (WPCLF) administered by the Ohio Environmental Protection Agency. Contractors shall comply with the **Contract Work Hours and Safety Standards Act** as outlined in the Project Manual.

3.02 The Contract Work Hours and Safety Standards Act included in the Project Manual applies to any contract in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These provisions are in addition to the provisions outlined for contracts in excess of \$2,000.

3.03 As outlined in the Contract Work Hours and Safety Standards Act, the terms “laborers” and “mechanics” include watchmen and guards.

END OF SECTION



## **FEDERAL LABOR STANDARDS PROVISIONS**

### **Wage Rate Requirements**

*(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](http://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 be appropriate, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.*

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

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

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

*(10) Certification of eligibility.*

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

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

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

**Contract Provision for Contracts in Excess Of \$100,000 and Subject to the Overtime Provisions of The Contract Work Hours and Safety Standards Act**

Note: 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**

*(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.*

"General Decision Number: OH20260001 01/02/2026

Superseded General Decision Number: OH20250001

State: Ohio

Construction Types: Heavy and Highway

Counties: Ohio Statewide.

Heavy and Highway Construction Projects

Modification Number	Publication Date
0	01/02/2026

BROH0001-001 06/01/2024

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

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 33.39	20.06

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BROH0001-004 06/01/2023

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 32.40	19.30

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BROH0003-002 06/01/2024

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

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 33.39	20.06

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BROH0005-003 06/01/2020

CUYAHOGA, LORAIN & MEDINA (Hinckley, Granger, Brunswick, Liverpool, Montville, York, Homer, Harrisville, Chatham, Litchfield & Spencer Townships and the city of Medina)

	Rates	Fringes
BRICKLAYER		
BRICKLAYERS; CAULKERS;		
CLEANERS; POINTERS; &		
STONEMASONS.....	\$ 36.64	17.13
SANDBLASTERS.....	\$ 36.39	17.13
SEWER BRICKLAYERS & STACK		
BUILDERS.....	\$ 36.64	17.13
SWING SCAFFOLDS.....	\$ 37.14	17.13

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BROH0006-005 06/01/2024

CARROLL, COLUMBIANA (Knox, Butler, West & Hanover Townships), STARK & TUSCARAWAS

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 33.39	20.06
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BROH0007-002 06/01/2024		

LAWRENCE

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 33.39	20.06
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BROH0007-005 06/01/2023		

PORTAGE & SUMMIT

	Rates	Fringes
BRICKLAYER.....	\$ 32.40	19.30
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BROH0007-010 06/01/2024		

PORTAGE & SUMMIT

	Rates	Fringes
MASON - STONE.....	\$ 33.39	20.06
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BROH0008-001 06/01/2024		

COLUMBIANA (Salem, Perry, Fairfield, Center, Elk Run, Middleton, & Unity Townships and the city of New Waterford), MAHONING & TRUMBULL

	Rates	Fringes
BRICKLAYER.....	\$ 33.39	20.06
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BROH0009-002 06/01/2024		

BELMONT & MONROE COUNTIES and the Townships of Warren & Mt. Pleasant and the Village of Dillonvale in JEFFERSON COUNTY

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 33.39	20.06
Refractory.....	\$ 31.45	19.01
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BROH0010-002 06/01/2024		

COLUMBIANA (St. Clair, Madison, Wayne, Franklin, Washington, Yellow Creek & Liverpool Townships) & JEFFERSON (Brush Creek & Saline Townships)

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 33.39	20.06
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BROH0014-002 06/01/2024		

HARRISON & JEFFERSON (Except Mt. Pleasant, Warren, Brush Creek, Saline & Salineville Townships & the Village of Dillonvale)

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 33.39	20.06
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BROH0016-002 06/01/2023		

ASHTABULA, GEAUGA, and LAKE COUNTIES

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 32.40	19.30
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BROH0018-002 06/01/2024		

BROWN, BUTLER, CLERMONT, HAMILTON, PREBLE (Gasper, Dixon, Israel, Lanier, Somers & Gratis Townships) & WARREN COUNTIES:

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 33.39	20.06
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BROH0022-004 06/01/2024		

CHAMPAIGN, CLARK, CLINTON, DARKE, GREENE, HIGHLAND, LOGAN, MIAMI, MONTGOMERY, PREBLE (Jackson, Monroe, Harrison, Twin, Jefferson & Washington Townships) and SHELBY COUNTIES

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 33.39	20.06
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BROH0032-001 06/01/2024		

GALLIA & MEIGS

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 33.39	20.06
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BROH0035-002 06/01/2024		

ALLEN, AUGLAIZE, MERCER and VAN WERT COUNTIES

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 33.39	20.06
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BROH0039-002 06/01/2024		

ADAMS & SCIOTO

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 33.39	20.06
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BROH0040-003 06/01/2024		

ASHLAND, CRAWFORD, HARDIN, HOLMES, MARION, MORROW, RICHLAND, WAYNE and WYANDOT (Except Crawford, Ridge, Richland & Tymochtee Townships) COUNTIES

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 33.39	20.06
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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.

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

FAYETTE, JACKSON, PIKE, ROSS and VINTON COUNTIES

Rates Fringes

Bricklayer, Stonemason.....\$ 35.39 17.47

BROH0046-002 06/01/2024

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

Rates Fringes

Bricklayer, Stonemason.....\$ 33.39 20.06

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.

BROH0052-001 06/01/2024

ATHENS COUNTY

Rates Fringes

Bricklayer, Stonemason.....\$ 33.39 20.06

BROH0052-003 06/01/2024

NOBLE (Brookfield, Noble, Center, Sharon, Olive, Enoch, Stock, Jackson, Jefferson & Elk Townships) and WASHINGTON COUNTIES

Rates Fringes

Bricklayer, Stonemason.....\$ 33.39 20.06

BROH0055-003 06/01/2024

DELAWARE, FRANKLIN, MADISON, PICKAWAY and UNION COUNTIES

Rates Fringes

Bricklayer, Stonemason.....\$ 33.39 20.06

CARP0002-024 05/01/2025

BROWN, BUTLER, CHAMPAIGN, CLARK, CLERMONT, CLINTON, DARKE, GREENE, HAMILTON, LOGAN, MIAMI, MONTGOMERY, PREBLE, SHELBY &

WARREN

	Rates	Fringes
Carpenter & Piledrivermen.....	\$ 35.94	23.59
Diver.....	\$ 40.58	9.69

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CARP0171-001 05/01/2025

MAHONING & TRUMBULL

	Rates	Fringes
CARPENTER.....	\$ 33.19	25.02

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CARP0171-002 05/01/2025

BELMONT, COLUMBIANA, HARRISON, JEFFERSON & MONROE

	Rates	Fringes
CARPENTER.....	\$ 32.50	26.19

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CARP0200-002 05/01/2025

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

	Rates	Fringes
CARPENTER.....	\$ 35.94	23.59
Diver.....	\$ 39.41	10.40
PILEDRIVERMAN.....	\$ 35.94	23.59

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CARP0285-001 05/01/2025

CARROLL, STARK, TUSCARAWAS and WAYNE

	Rates	Fringes
CARPENTER.....	\$ 34.07	24.28

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CARP0285-002 05/01/2025

COSHOCTON, HOLMES, KNOX & MORROW

	Rates	Fringes
CARPENTER.....	\$ 33.38	24.69

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CARP0285-008 05/01/2025

MEDINA, PORTAGE & SUMMIT

	Rates	Fringes
CARPENTER.....	\$ 37.18	25.07

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CARP0351-005 05/01/2025

LUCAS & WOOD

	Rates	Fringes
CARPENTER.....	\$ 35.44	27.56

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CARP0351-006 05/01/2025

	Rates	Fringes
CARPENTER DEFIANCE, FULTON, HANCOCK, HENRY, PAULDING & WILLIAMS COUNTIES.....	\$ 32.05	26.13

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CARP0372-002 05/01/2025

ALLEN, AUGLAIZE, HARDIN, MERCER, PUTNAM & VAN WERT

	Rates	Fringes
CARPENTER.....	\$ 31.80	26.33

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CARP0435-005 05/01/2025

ASHTABULA, CUYAHOGA, GEAUGA & LAKE

	Rates	Fringes
CARPENTER.....	\$ 38.57	24.64

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CARP0735-001 05/01/2025

ASHLAND, HURON & RICHLAND

	Rates	Fringes
CARPENTER.....	\$ 34.67	23.57

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CARP0735-002 05/01/2025

LORAIN

	Rates	Fringes
CARPENTER.....	\$ 38.42	24.01

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CARP0735-004 05/01/2025

ERIE

	Rates	Fringes
CARPENTER.....	\$ 36.71	24.14

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CARP0744-001 05/01/2025

CRAWFORD, OTTAWA, SANDUSKY, SENECA & WYANDOT

	Rates	Fringes
CARPENTER.....	\$ 33.74	27.05

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CARP1090-002 05/01/2025

ALLEN, AUGLAIZE, HARDIN, MERCER, PUTNAM, VAN WERT & WYANDOT

	Rates	Fringes
Piledrivermen & Diver's Tender...	\$ 35.94	28.39

DIVERS - \$250.00 per day

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CARP1090-003 05/01/2025

BELMONT, HARRISON, & MONROE

	Rates	Fringes
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Diver, Wet.....	\$ 58.52	24.91
Piledrivermen; Diver, Dry.....	\$ 39.01	24.91

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CARP1090-004 05/01/2025

CARROLL, STARK, TUSCARAWAS & WAYNE

	Rates	Fringes
Diver, Wet.....	\$ 49.82	25.40
Piledrivermen; Diver, Dry.....	\$ 33.21	25.40

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CARP1090-005 05/01/2025

ASHLAND, ASHTABULA, CUYAHOGA, ERIE, GEAUGA, HURON, LAKE, LORAIN, MEDINA, PORTAGE, RICHLAND & SUMMIT

	Rates	Fringes
Diver, Wet.....	\$ 54.51	27.50
Piledrivermen; Diver, Dry.....	\$ 36.34	27.50

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CARP1090-006 05/01/2025

COSHOCTON, HOLMES, KNOX & MORROW

	Rates	Fringes
Diver, Wet.....	\$ 54.36	22.54
Piledrivermen; Diver, Dry.....	\$ 36.24	22.54

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CARP1090-007 05/01/2025

MAHONING & TRUMBULL

	Rates	Fringes
Diver, Wet.....	\$ 50.85	24.82
Piledrivermen; Diver, Dry.....	\$ 33.90	24.82

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CARP1090-008 05/01/2025

COLUMBIANA & JEFFERSON

	Rates	Fringes
PILEDRIVERMAN.....	\$ 39.01	24.91

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CARP1090-009 05/01/2025

CRAWFORD, DEFIANCE, FULTON, HANCOCK, HENRY, LUCAS, OTTAWA, PAULDING, SANDUSKY, SENECA, WILLIAMS & WOOD

	Rates	Fringes
Piledrivermen & Diver's Tender...	\$ 37.98	28.63

DIVERS - \$250.00 per day

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ELEC0008-002 05/27/2024

DEFIANCE, FULTON, HANCOCK, HENRY, LUCAS, OTTAWA, PAULDING, PUTNAM, SANDUSKY, SENECA, WILLIAMS & WOOD

	Rates	Fringes
CABLE SPLICER.....	\$ 38.98	18.96
ELECTRICIAN.....	\$ 48.40	4.5%+23.06

ELEC0032-003 06/01/2025

ALLEN, AUGLAIZE, HARDIN, LOGAN, MERCER, SHELBY, VAN WERT & WYANDOT (Crawford, Jackson, Marseilles, Mifflin, Ridgeland, Ridge & Salem Townships)

	Rates	Fringes
ELECTRICIAN.....	\$ 39.17	23.60

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ELEC0038-002 04/28/2025

CUYAHOGA, GEAUGA (Bainbridge, Chester & Russell Townships) & LORAIN (Columbia Township)

	Rates	Fringes
ELECTRICIAN Excluding Sound & Communications Work.....	\$ 46.63	24.92

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

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ELEC0038-008 04/28/2025

CUYAHOGA, GEAUGA (Bainbridge, Chester & Russell Townships) & LORAIN (Columbia Township)

	Rates	Fringes
Sound & Communication Technician Communications Technician...	\$ 34.30	14.95
Installer Technician.....	\$ 33.05	14.91

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

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ELEC0064-003 11/30/2025

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)

	Rates	Fringes
ELECTRICIAN.....	\$ 41.49	21.81

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ELEC0071-005 01/06/2025

ASHTABULA, CUYAHOGA, GEAUGA, LAKE & LORAIN

	Rates	Fringes
LINE CONSTRUCTION: Equipment Operator DOT/Traffic Signal &		

Highway Lighting Projects...	\$ 39.97	27%+8.00
Municipal Power/Transit Projects.....	\$ 49.46	27%+8.25
LINE CONSTRUCTION: Groundman DOT/Traffic Signal & Highway Lighting Projects...		
	\$ 31.10	27%+8.00
Municipal Power/Transit Projects.....	\$ 38.47	27%+8.25
LINE CONSTRUCTION: Linemen/Cable Splicer DOT/Traffic Signal & Highway Lighting Projects...		
	\$ 43.89	27%+8.00
Municipal Power/Transit Projects.....	\$ 54.96	27%+8.25

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ELEC0071-010 01/06/2025

Statewide

	Rates	Fringes
Line Construction		
Equipment Operator.....	\$ 40.44	4%+16.09
Groundman.....	\$ 29.07	4%+13.81
Lineman & Cable Splicers....	\$ 46.02	4%+17.20

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ELEC0082-002 12/02/2024

CLINTON, DARKE, GREENE, MIAMI, MONTGOMERY, PREBLE & WARREN  
(Wayne, Clear Creek & Franklin Townships)

	Rates	Fringes
ELECTRICIAN.....	\$ 38.00	22.49

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ELEC0082-006 11/25/2024

CLINTON, DARKE, GREENE, MIAMI, MONTGOMERY, PREBLE & WARREN  
(Wayne, Clear Creek & Franklin Townships)

	Rates	Fringes
Sound & Communication Technician		
Cable Puller.....	\$ 13.85	5.30
Installer/Technician.....	\$ 27.70	15.71

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ELEC0129-003 02/24/2025

LORAIN (Except Columbia Township) & MEDINA (Litchfield &  
Liverpool Townships)

	Rates	Fringes
ELECTRICIAN.....	\$ 42.95	18.81

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ELEC0129-004 02/24/2025

ERIE & HURON (Lyme, Ridgefield, Norwalk, Townsend, Wakeman,  
Sherman, Peru, Bronson, Hartland, Clarksfield, Norwich,  
Greenfield, Fairfield, Fitchville & New London Townships)

	Rates	Fringes
ELECTRICIAN.....	\$ 42.95	18.81

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ELEC0141-003 06/02/2025

BELMONT COUNTY

	Rates	Fringes
CABLE SPLICER.....	\$ 42.94	27.74
ELECTRICIAN.....	\$ 39.25	31.23

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ELEC0212-003 11/26/2018

BROWN, CLERMONT & HAMILTON

	Rates	Fringes
Sound & Communication Technician.....	\$ 24.35	10.99

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ELEC0212-005 06/02/2025

BROWN, CLERMONT, and HAMILTON COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 38.05	22.97

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ELEC0245-001 08/26/2024

ALLEN, HARDIN, VAN WERT & WYANDOT (Crawford, Jackson, Marseilles, Mifflin, Richland, Ridge & Salem Townships)

	Rates	Fringes
Line Construction		
Equipment Operator.....	\$ 32.95	28%+7.85
Groundman Truck Driver.....	\$ 20.59	28%+7.85
Lineman.....	\$ 47.07	28%+7.85

FOOTNOTE: a. Half day's Paid Holiday: The last 4 hours of the workday prior to Christmas or New Year's Day

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ELEC0245-003 01/01/2025

DEFIANCE, FULTON, HANCOCK, HENRY, HURON, LUCAS, OTTAWA, PAULDING, PUTNAM, SANDUSKY, SENECA, WILLIAMS, and WOOD COUNTIES

	Rates	Fringes
Line Construction		
Cable Splicer.....	\$ 53.90	8.10+28%
Groundman/Truck Driver.....	\$ 20.51	8.10+28%
Heli-arc Welding.....	\$ 47.17	8.10+28%
Lineman.....	\$ 46.87	8.10+28%
Operator - Class 1.....	\$ 37.50	8.10+28%
Operator - Class 2.....	\$ 32.81	8.10+28%
Traffic Signal & Lighting Technician.....	\$ 42.18	8.10+28%

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.

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ELEC0245-004 01/01/2025

ERIE COUNTY

Rates	Fringes
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Line Construction

Cable Splicer.....	\$ 53.90	28%+8.10
Groundman/Truck Driver.....	\$ 20.51	28%+8.10
Lineman.....	\$ 46.87	28%+8.10
Operator - Class 1.....	\$ 37.50	28%+8.10
Operator - Class 2.....	\$ 32.81	28%+8.10

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.

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 ELEC0246-001 10/28/2024

Carroll, Columbiana, Harrison and Jefferson Counties in Ohio; Brooke and Hancock Counties in West Virginia.

	Rates	Fringes
ELECTRICIAN.....	\$ 44.00	30.38%+24.31

FOOTNOTE: a. 1 1/2 Paid Holidays: The last scheduled workday prior to Christmas & 4 hours on Good Friday.

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 ELEC0306-005 05/27/2024

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)

	Rates	Fringes
CABLE SPLICER.....	\$ 46.81	20.95
ELECTRICIAN.....	\$ 42.55	20.95

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 ELEC0317-002 06/02/2025

GALLIA & LAWRENCE

	Rates	Fringes
CABLE SPLICER.....	\$ 32.68	18.13
ELECTRICIAN.....	\$ 41.15	29.35

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 ELEC0540-005 06/30/2025

CARROLL (Northern half, including Fox, Harrison, Rose & Washington Townships), 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

	Rates	Fringes
ELECTRICIAN.....	\$ 39.86	29.19

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 ELEC0573-003 06/01/2025

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)

	Rates	Fringes
ELECTRICIAN.....	\$ 42.20	23.37

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ELEC0575-001 05/29/2023

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)

	Rates	Fringes
ELECTRICIAN.....	\$ 37.00	22.26

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ELEC0648-001 09/01/2025

BUTLER and WARREN COUNTIES (Deerfield, Hamilton, Harlan, Massie, Salem, Turtle Creek, Union & Washington Townships)

	Rates	Fringes
CABLE SPLICER.....	\$ 30.50	18.23
ELECTRICIAN.....	\$ 38.00	24.162

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ELEC0673-004 05/26/2025

ASHTABULA (Excluding Orwell, Colebrook, Williamsfield, Wayne & Windsor Townships), GEAUGA (Burton, Chardon, Claridon, Hambden, Huntsburg, Montville, Munson, Newbury & Thompson Townships) and LAKE COUNTIES

	Rates	Fringes
CABLE SPLICER.....	\$ 33.81	21.47
ELECTRICIAN.....	\$ 41.17	24.58

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ELEC0683-002 06/02/2025

CHAMPAIGN, CLARK, DELAWARE, FAIRFIELD, FRANKLIN, MADISON, PICKAWAY (Circleville, Darby, Harrison, Jackson, Madison, Monroe, Muhlenberg, Scioto, Walnut & Washington Townships), and UNION COUNTIES

	Rates	Fringes
CABLE SPLICER.....	\$ 44.00	26.40
ELECTRICIAN.....	\$ 43.00	26.37

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ELEC0688-003 05/30/2022

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

Rates Fringes

ELECTRICIAN.....\$ 32.30 21.83

ELEC0972-002 06/01/2024

ATHENS, MEIGS, MONROE, MORGAN, NOBLE, VINTON (Brown, Knox, Madison, Vinton & Wilkesville Townships), and WASHINGTON COUNITIES

Rates Fringes

CABLE SPLICER.....\$ 40.25 33.33
ELECTRICIAN.....\$ 40.00 33.32

ELEC1105-001 05/27/2024

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

Rates Fringes

ELECTRICIAN.....\$ 39.60 24.41

ENGI0018-003 05/01/2024

ASHTABULA, CUYAHOGA, ERIE, GEAUGA, LAKE, LORAIN, MEDINA, PORTAGE, and SUMMIT COUNTIES

Rates Fringes

POWER EQUIPMENT OPERATOR
GROUP 1.....\$ 45.63 16.41
GROUP 2.....\$ 45.53 16.41
GROUP 3.....\$ 44.49 16.41
GROUP 4.....\$ 43.27 16.41
GROUP 5.....\$ 37.98 16.41
GROUP 6.....\$ 46.63 16.41
GROUP 7.....\$ 46.63 16.41

OPERATING ENGINEER CLASSIFICATIONS

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).

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).

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).

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 masonry; 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.

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); Signaller; Tire Repairperson; VAC/ALLS; Cranes - Compact, track or rubber under 4,000 pound capacity; fueling and greasing; and Chainmen.

GROUP 6 - Master Mechanic & Boom from 150 to 180.

GROUP 7 - Boom from 180 and over.

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 ENGI0018-004 05/01/2024

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, PUTNAM, RICHLAND, ROSS, SANDUSKY, SCIOTO, SENECA, SHELBY, STARK, TUSCARAWAS, UNION, VAN

WERT, VINTON, WARREN, WASHINGTON, WAYNE, WILLIAMS, WOOD, and  
YANDOT COUNTIES

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
GROUP 1.....	\$ 44.14	16.41
GROUP 2.....	\$ 44.02	16.41
GROUP 3.....	\$ 42.98	16.41
GROUP 4.....	\$ 41.80	16.41
GROUP 5.....	\$ 36.34	16.41
GROUP 6.....	\$ 45.14	16.41
GROUP 7.....	\$ 45.14	16.41

#### OPERATING ENGINEER CLASSIFICATIONS

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; and Wheel Excavator.

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; Hydro Milling Machine; Horizontal Directional Drill (over 50,000 ft. lbs. thrust); 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); and Vermeer type Concrete Saw.

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 Insert/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.

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 expect masonry; 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.

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.

GROUP 6 - Master Mechanic & Boom from 150 to 180.

GROUP 7 - Boom from 180 and over.

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 ENGI0066-023 06/01/2023

COLUMBIANA, MAHONING & TRUMBULL COUNTIES

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
ASBESTOS; HAZARDOUS/TOXIC WASTE PROJECTS		
GROUP 1 - A & B.....	\$ 44.63	24.30
ASBESTOS; HAZARDOUS/TOXIC WASTE PROJECTS		
GROUP 2 - A & B.....	\$ 44.30	24.30
ASBESTOS; HAZARDOUS/TOXIC WASTE PROJECTS		
GROUP 3 - A & B.....	\$ 38.47	24.30
ASBESTOS; HAZARDOUS/TOXIC WASTE PROJECTS		
GROUP 4 - A & B.....	\$ 34.52	24.30
ASBESTOS; HAZARDOUS/TOXIC WASTE PROJECTS		
GROUP 5 - A & B.....	\$ 31.13	24.30
HAZARDOUS/TOXIC WASTE PROJECTS		
GROUP 1 - C & D.....	\$ 40.91	24.30
HAZARDOUS/TOXIC WASTE PROJECTS		
GROUP 2 - C & D.....	\$ 40.61	24.30
HAZARDOUS/TOXIC WASTE PROJECTS		
GROUP 3 - C & D.....	\$ 35.27	24.30
HAZARDOUS/TOXIC WASTE PROJECTS		
GROUP 4 - C & D.....	\$ 31.65	24.30
HAZARDOUS/TOXIC WASTE PROJECTS		
GROUP 5 - C & D.....	\$ 28.53	24.30
ALL OTHER WORK		
GROUP 1.....	\$ 37.19	24.30
ALL OTHER WORK		
GROUP 2.....	\$ 36.92	24.30
ALL OTHER WORK		
GROUP 3.....	\$ 32.06	24.30
ALL OTHER WORK		
GROUP 4.....	\$ 28.77	24.30

## ALL OTHER WORK

GROUP 5.....\$ 25.94 24.30

GROUP 1 - Rig, Pile Driver or Caisson Type; & Rig, Pile Hydraulic Unit Attached

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; Bulldozer; C.M.I. Road Builder & Similar Type; Cable Placer & Layer; Carrier-Straddle; Carryall-Scraper or Scoop; Chicago Boom; Compactor with Blade 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 Boom; 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; Hydraulic 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)

GROUP 3 - Asphalt Plant; Bending Machine (Pipeline or similar 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

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 Manipulator Crane; Jack-Hydraulic Power driven; Jack-Hydraulic (Railroad); Ladavator; Minor Machine Operator; Mixer-Concrete; Mulching Machine; Pin Puller; Power Broom; Pulverizer; Pump; Road Finishing Machine (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

GROUP 5 - Brakeperson; Fireperson; & Oiler

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IRON0017-002 05/01/2024

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

Rates Fringes

IRONWORKER  
Ornamental, Reinforcing, &  
Structural.....\$ 36.83 29.01

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IRON0017-010 05/01/2024

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)

Rates Fringes

IRONWORKER  
Structural, including  
metal building erection &  
Reinforcing.....\$ 36.83 29.01

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IRON0044-001 06/01/2025

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

Rates Fringes

IRONWORKER, REINFORCING.....\$ 38.27 23.90

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IRON0044-002 06/01/2025

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)

Rates Fringes

IRONWORKER  
Fence Erector.....\$ 35.88 23.90  
Ornamental; Structural.....\$ 37.77 23.90

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IRON0055-003 07/01/2024

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 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 southern border), SANDUSKY, SENECA, WILLIAMS (East of a line drawn from Pioneer through Stryker to the southern border), WOOD & WYANDOT (North of Rte. #30)

	Rates	Fringes
IRONWORKER		
Fence Erector.....	\$ 26.40	24.62
Flat Road Mesh.....	\$ 29.77	21.30
Tunnels & Caissons Under Pressure.....	\$ 29.77	21.30
All Other Work.....	\$ 35.50	29.20

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IRON0147-002 06/01/2025

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

	Rates	Fringes
IRONWORKER.....	\$ 38.00	26.39

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IRON0172-002 06/01/2025

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 starting at Adams Mill going to Adamsville & going from Adamsville through Blue Rock to the southern border), PERRY, PICKAWAY, PIKE (Northern half), ROSS, UNION, VINTON and WYANDOT (South of Rte. #30) COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 40.87	23.15

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IRON0207-004 06/01/2025

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

	Rates	Fringes
IRONWORKER		
Layout; Sheeter.....	\$ 37.26	28.16
Ornamental; Reinforcing;		

Structural.....\$ 36.26 28.16

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IRON0290-002 06/01/2025

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

Rates Fringes

IRONWORKER.....\$ 37.39 25.35

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IRON0549-003 12/01/2022

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)

Rates Fringes

IRONWORKER.....\$ 35.19 25.66

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IRON0550-004 05/01/2024

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

Rates Fringes

Ironworkers:Structural,  
Ornamental and Reinforcing.....\$ 34.70 22.88

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IRON0769-004 06/01/2025

ADAMS (Eastern Half), GALLIA, JACKSON (Southern Half), LAWRENCE & SCIOTO

Rates Fringes

IRONWORKER.....\$ 39.70 29.59

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IRON0787-003 06/01/2025

ATHENS, MEIGS, MORGAN, NOBLE, and WASHINGTON COUNTIES

Rates Fringes

IRONWORKER.....\$ 36.10 24.65

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LAB00265-008 05/01/2024

Rates Fringes

LABORER

ASHTABULA, ERIE, HURON, LORAIN, LUCAS, MAHONING, MEDINA, OTTAWA, PORTAGE, SANDUSKY, STARK, SUMMIT, TRUMBULL & WOOD COUNTIES		
GROUP 1.....	\$ 35.95	14.45
GROUP 2.....	\$ 36.12	14.45
GROUP 3.....	\$ 36.45	14.45
GROUP 4.....	\$ 36.90	14.45
CUYAHOGA AND GEauga COUNTIES ONLY: SEWAGE PLANTS, WASTE PLANTS, WATER TREATMENT FACILITIES, PUMPING STATIONS, & ETHANOL PLANTS		
CONSTRUCTION.....	\$ 38.56	14.45
CUYAHOGA, GEauga & LAKE COUNTIES		
GROUP 1.....	\$ 37.18	14.45
GROUP 2.....	\$ 37.35	14.45
GROUP 3.....	\$ 37.68	14.45
GROUP 4.....	\$ 38.13	14.45
REMAINING COUNTIES OF OHIO		
GROUP 1.....	\$ 35.52	14.45
GROUP 2.....	\$ 35.69	14.45
GROUP 3.....	\$ 36.02	14.45
GROUP 4.....	\$ 36.47	14.45

LABORER CLASSIFICATIONS

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

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)

GROUP 3 - Blaster; Mucker; Powder Person; Top Lander; Wrencher (Mechanical Joints & Utility Pipeline); Yarnier; 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

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.

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 PAIN0006-002 05/01/2023

ASHTABULA, CUYAHOGA, GEAUGA, LAKE, LORAIN, PORTAGE (N. of the East-West Turnpike) & SUMMIT (N. of the East-West Turnpike)

	Rates	Fringes
PAINTER		
COMMERCIAL NEW WORK; REMODELING; & RENOVATIONS		
GROUP 1.....	\$ 30.75	18.95
GROUP 2.....	\$ 31.15	18.95
GROUP 3.....	\$ 31.45	18.95
GROUP 4.....	\$ 37.01	18.95
COMMERCIAL REPAINT		
GROUP 1.....	\$ 29.25	18.95
GROUP 2.....	\$ 29.65	18.95
GROUP 3.....	\$ 29.95	18.95

PAINTER CLASSIFICATIONS - COMMERCIAL NEW WORK; REMODELING; & RENOVATIONS

GROUP 1 - Brush; & Roller

GROUP 2 - Sandblasting & Buffing

GROUP 3 - Spray Painting; Closed Steel Above 55 feet; Bridges & Open Structural Steel; Tanks - Water Towers; Bridge Painters; Bridge Riggers; Containment Builders

GROUP 4 - Bridge Blaster

PAINTER CLASSIFICATIONS - COMMERCIAL REPAINT

GROUP 1 - Brush; & Roller

GROUP 2 - Sandblasting & Buffing

GROUP 3 - Spray Painting

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 PAIN0007-002 07/01/2025

FULTON, HENRY, LUCAS, OTTAWA (Excluding Allen, Bay, Bono, Catawba Island, Clay Center, Curtice, Danbury, Eagle Beach, Elliston, Elmore, Erie, Fishback, Gem Beach & Genova) & WOOD

	Rates	Fringes
PAINTER		
NEW COMMERCIAL WORK		
GROUP 1.....	\$ 33.66	23.88
GROUP 2.....	\$ 34.66	23.88
GROUP 3.....	\$ 34.66	23.88
GROUP 4.....	\$ 34.66	23.88
GROUP 5.....	\$ 34.66	23.88
GROUP 6.....	\$ 34.66	23.88
GROUP 7.....	\$ 34.66	23.88
GROUP 8.....	\$ 34.66	23.88
GROUP 9.....	\$ 34.66	23.88

REPAINT IS 90% OF JR

PAINTER CLASSIFICATIONS

GROUP 1 - Brush; Spray & Sandblasting Pot Tender

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)

GROUP 3 - Swing Stage & Chair

GROUP 4 - Lead Abatement

GROUP 5 - All Methods of Spray

GROUP 6 - Solvent-Based Catalized Epoxy Materials of 2 or More Component Materials, to include Solvent-Based Conversion Varnish (excluding water based)

GROUP 7 - Spray Solvent Based Material; Sand & Abrasive Blasting

GROUP 8 - Towers; Tanks; Bridges; Stacks Over 30 Feet

GROUP 9 - Epoxy Spray (excluding water based)

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PAIN0012-008 05/01/2019

BUTLER COUNTY

	Rates	Fringes
PAINTER		
GROUP 1.....	\$ 21.95	10.20
GROUP 2.....	\$ 25.30	10.20
GROUP 3.....	\$ 25.80	10.20
GROUP 4.....	\$ 26.05	10.20
GROUP 5.....	\$ 26.30	10.20

PAINTER CLASSIFICATIONS

GROUP 1: Bridge Equipment Tender; Bridge/Containment Builder

GROUP 2: Brush & Roller

GROUP 3: Spray

GROUP 4: Sandblasting; & Waterblasting

GROUP 5: Elevated Tanks; Steeplejack Work; Bridge; & Lead Abatement

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PAIN0012-010 05/01/2019

BROWN, CLERMONT, CLINTON, HAMILTON & WARREN

	Rates	Fringes
PAINTER		
HEAVY & HIGHWAY BRIDGES- GUARDRAILS-LIGHTPOLES- STRIPING		
Bridge Equipment Tender and Containment Builder....	\$ 21.95	10.20
Bridges when highest point of clearance is 60 feet or more; & Lead Abatement Projects.....	\$ 26.30	10.20
Brush & Roller.....	\$ 25.30	10.20
Sandblasting & Hopper Tender; Water Blasting....	\$ 26.05	10.20
Spray.....	\$ 25.80	10.20

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PAIN0093-001 12/01/2024

ATHENS, GUERNSEY, HOCKING, MONROE, MORGAN, NOBLE and WASHINGTON COUNTIES

	Rates	Fringes
PAINTER		
Bridges; Locks; Dams; Tension Towers; & Energized Substations.....	\$ 36.44	24.46
Power Generating Facilities..	\$ 33.29	24.46

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 PAIN0249-002 05/01/2025

CLARK, DARKE, GREENE, MIAMI, MONTGOMERY & PREBLE

	Rates	Fringes
PAINTER		
GROUP 1 - Brush & Roller....	\$ 29.15	13.97
GROUP 2 - Swing, Scaffold Bridges; Structural Steel; Open Acid Tank; High Tension Electrical Equipment; & Hot Pipes.....	\$ 33.09	13.97
GROUP 3 - Spray; Sandblast; Steamclean; Lead Abatement.....	\$ 29.90	13.97
GROUP 4 - Steeplejack Work..	\$ 30.10	13.97
GROUP 5 - Coal Tar.....	\$ 30.65	13.97
GROUP 6 - Bridge Equipment Tender & or Containment Builder.....	\$ 37.86	13.97
GROUP 7 - Tanks, Stacks & Towers.....	\$ 33.86	13.97
GROUP 8 - Bridge Blaster, Rigger.....	\$ 40.86	13.97

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 PAIN0356-002 09/01/2009

KNOX, LICKING, MUSKINGUM, and PERRY

	Rates	Fringes
PAINTER		
Bridge Equipment Tenders and Containment Builders....	\$ 27.93	7.25
Bridges; Blasters; and Riggers.....	\$ 34.60	7.25
Brush and Roller.....	\$ 20.93	7.25
Sandblasting; Steam Cleaning; Waterblasting; and Hazardous Work.....	\$ 25.82	7.25
Spray.....	\$ 21.40	7.25
Structural Steel and Swing Stage.....	\$ 25.42	7.25
Tanks; Stacks; and Towers...\$	28.63	7.25

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 PAIN0438-002 12/01/2023

BELMONT, HARRISON and JEFFERSON COUNTIES

	Rates	Fringes
PAINTER		
Bridges, Locks, Dams, Tension Towers & Energized Substations.....	\$ 36.09	19.49
Power Generating Facilities..\$	32.94	19.49

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 PAIN0476-001 06/01/2025

COLUMBIANA, MAHONING, and TRUMBULL COUNTIES

	Rates	Fringes
PAINTER		
GROUP 1.....	\$ 30.64	18.36
GROUP 2.....	\$ 40.27	18.36
GROUP 3.....	\$ 40.27	18.36
GROUP 4.....	\$ 31.14	18.36
GROUP 5.....	\$ 31.29	18.36
GROUP 6.....	\$ 35.27	18.36
GROUP 7.....	\$ 32.64	18.36

PAINTER CLASSIFICATIONS:

- GROUP 1: Painters, Brush & Roller
- GROUP 2: Bridges
- GROUP 3: Structural Steel
- GROUP 4: Spray, Except Bar Joist/Deck
- GROUP 5: Epoxy/Mastic; Spray- Bar Joist/Deck; Working Above 50 Feet; and Swingstages
- GROUP 6: Tanks; Sandblasting
- GROUP 7: Towers; Stacks

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 PAIN0555-002 01/01/2025

ADAMS, HIGHLAND, JACKSON, PIKE & SCIOTO

	Rates	Fringes
PAINTER		
GROUP 1.....	\$ 33.32	21.54
GROUP 2.....	\$ 35.02	21.54
GROUP 3.....	\$ 36.72	21.54
GROUP 4.....	\$ 40.03	21.54

PAINTER CLASSIFICATIONS

- GROUP 1 - Containment Builder
- GROUP 2 - Brush; Roller; Power Tools, Under 40 feet
- 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
- GROUP 4 - Stacks; Bridges

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 PAIN0639-001 05/01/2011

	Rates	Fringes
Sign Painter & Erector.....	\$ 20.61	3.50+a+b+c

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

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 PAIN0788-002 06/01/2024

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

	Rates	Fringes
PAINTER		
Brush & Roller.....	\$ 29.13	17.52
Structural Steel.....	\$ 30.73	17.52

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.

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 PAIN0813-005 12/01/2008

GALLIA, LAWRENCE, MEIGS & VINTON

	Rates	Fringes
PAINTER		
Base Rate.....	\$ 24.83	10.00
Bridges, Locks, Dams & Tension Towers.....	\$ 27.83	10.00

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 PAIN0841-001 07/01/2025

MEDINA, PORTAGE (South of and including Ohio Turnpike), and SUMMIT (South of and including Ohio Turnpike) COUNTIES

	Rates	Fringes
Painters:		
GROUP 1.....	\$ 31.93	18.15
GROUP 2.....	\$ 32.58	18.15
GROUP 3.....	\$ 32.68	18.15
GROUP 4.....	\$ 32.78	18.15
GROUP 5.....	\$ 33.18	18.15
GROUP 6.....	\$ 38.60	18.15
GROUP 7.....	\$ 33.18	18.15

PAINTER CLASSIFICATIONS:

GROUP 1 - Brush, Roller & Paperhanger

GROUP 2 - Epoxy Application

GROUP 3 - Swing Scaffold, Bosum Chair, & Window Jack

GROUP 4 - Spray Gun Operator of Any & All Coatings

GROUP 5 - Sandblast, Painting of Standpipes, etc. from Scaffolds, Bridge Work and/or Open Structural Steel, Standpipes and/or Water Towers

GROUP 6 - Public & Commerce Transportation, Steel or Galvanized, Bridges, Tunnels & Related Support Items (concrete)

GROUP 7 - Synthetic Exterior, Drywall Finisher and/or Taper, Drywall Finisher and Follow-up Man Using Automatic Tools

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PAIN0841-002 07/01/2025

CARROLL, COSHOCTON, HOLMES, STARK, TUSCARAWAS & WAYNE

	Rates	Fringes
PAINTER		
Bridges; Towers, Poles & Stacks; Sandblasting Steel; Structural Steel & Metalizing.....	\$ 33.18	18.15
Brush & Roller.....	\$ 31.93	18.15
Spray; Tank Interior & Exterior.....	\$ 32.78	18.15

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PAIN1020-002 07/01/2025

ALLEN, AUGLAIZE, CHAMPAIGN, DEFIANCE, HARDIN, LOGAN, MERCER, PAULDING, PUTNAM, SHELBY, VAN WERT, and WILLIAMS COUNTIES

	Rates	Fringes
PAINTER		
Brush & Roller.....	\$ 27.59	18.54
Drywall Finishing & Taping..	\$ 28.34	18.54
Lead Abatement.....	\$ 29.34	18.54
Spray, Sandblasting Pressure Cleaning, & Refinery.....	\$ 28.34	18.54
Swing Stage, Chair, Spiders, & Cherry Pickers...	\$ 27.84	18.54
Wallcoverings.....	\$ 28.34	18.54

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

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PAIN1275-002 05/01/2025

DELAWARE, FAIRFIELD, FAYETTE, FRANKLIN, MADISON, PICKAWAY, ROSS & UNION

	Rates	Fringes
PAINTER		
Bridges.....	\$ 37.26	15.16
Brush; Roller.....	\$ 30.20	15.16
Sandblasting; Steamcleaning; Waterblasting (3500 PSI or		

Over)& Hazardous Work.....	\$ 32.35	15.16
Spray.....	\$ 32.15	15.16
Stacks; Tanks; & Towers.....	\$ 34.46	15.16
Structural Steel & Swing		
Stage.....	\$ 30.50	15.16

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 PLAS0109-001 06/01/2025

MEDINA, PORTAGE, STARK, and SUMMIT COUNTIES

	Rates	Fringes
PLASTERER.....	\$ 33.00	23.83

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 PLAS0109-003 06/01/2025

CARROLL, HOLMES, TUSCARAWAS, and WAYNE COUNTIES

	Rates	Fringes
PLASTERER.....	\$ 33.00	23.83

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 PLAS0132-002 07/01/2025

BROWN, BUTLER, CLERMONT, HAMILTON, HIGHLAND, WARREN COUNTIES

	Rates	Fringes
PLASTERER.....	\$ 31.35	17.65

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 PLAS0404-002 05/01/2018

ASHTABULA, CUYAHOGA, GEAUGA, AND LAKE COUNTIES

	Rates	Fringes
PLASTERER.....	\$ 29.63	17.11

-----  
 PLAS0404-003 05/01/2018

LORAIN COUNTY

	Rates	Fringes
PLASTERER.....	\$ 28.86	17.11

-----  
 PLAS0526-022 05/01/2018

COLUMBIANA, MAHONING, and TRUMBULL COUNTIES

	Rates	Fringes
PLASTERER.....	\$ 28.86	17.11

-----  
 PLAS0526-023 05/01/2018

BELMONT, HARRISON, and JEFFERSON COUNTIES

	Rates	Fringes
PLASTERER.....	\$ 28.21	17.11

-----  
 PLAS0886-001 07/01/2025

FULTON, HANCOCK, HENRY, LUCAS, PUTNAM, and WOOD COUNTIES

	Rates	Fringes
PLASTERER.....	\$ 36.65	25.60

-----  
 PLAS0886-003 07/01/2025

DEFIANCE, ERIE, HURON, OTTAWA, PAULDING, SANDUSKY, and SENECA

	Rates	Fringes
PLASTERER.....	\$ 36.65	25.60
-----		
PLAS0886-004 07/01/2025		

ALLEN, AUGLAIZE, HARDIN, LOGAN, MERCER, and VAN WERT

	Rates	Fringes
PLASTERER.....	\$ 35.29	23.07
-----		
PLUM0042-002 07/01/2025		

ASHLAND, CRAWFORD, ERIE, HURON, KNOX, LORAIN, MORROW, RICHLAND & WYANDOT

	Rates	Fringes
Plumber, Pipefitter, Steamfitter.....	\$ 43.02	26.45
-----		
PLUM0050-002 06/30/2025		

DEFIANCE, FULTON, HANCOCK, HENRY, LUCAS, OTTAWA, PAULDING, PUTNAM, SANDUSKY, SENECA, WILLIAMS & WOOD

	Rates	Fringes
Plumber, Pipefitter, Steamfitter.....	\$ 51.00	32.56
-----		
PLUM0055-003 05/05/2025		

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)

	Rates	Fringes
PLUMBER.....	\$ 44.86	30.03
-----		
PLUM0083-001 07/01/2023		

BELMONT & MONROE (North of Rte. #78)

	Rates	Fringes
Plumber and Steamfitter.....	\$ 35.94	37.35
-----		
PLUM0094-002 05/01/2025		

CARROLL (Northen Half), STARK, and WAYNE COUNTIES

	Rates	Fringes
PLUMBER/PIPEFITTER.....	\$ 47.48	27.14
-----		
PLUM0120-002 05/01/2025		

ASHTABULA, CUYAHOGA, GEAUGA, LAKE, LORAIN (the C.E.I. Power House in Avon Lake), MEDINA (N. of Rte. #18) & SUMMIT (N. of #303)

Rates Fringes

PIPEFITTER.....\$ 49.17 28.55

-----  
PLUM0162-002 06/01/2024

CHAMPAIGN, CLARK, CLINTON, DARKE, FAYETTE, GREENE, MIAMI,  
MONTGOMERY & PREBLE

Rates Fringes

Plumber, Pipefitter,  
Steamfitter.....\$ 43.05 27.18

-----  
PLUM0168-002 06/01/2025

MEIGS, MONROE (South of Rte. #78), MORGAN (South of Rte. #78)  
& WASHINGTON

Rates Fringes

PLUMBER/PIPEFITTER.....\$ 40.92 37.20

-----  
PLUM0189-002 06/01/2024

DELAWARE, FAIRFIELD, FRANKLIN, HOCKING, LICKING, MADISON,  
MARION, PERRY, PICKAWAY, ROSS & UNION

Rates Fringes

Plumber, Pipefitter,  
Steamfitter.....\$ 43.25 26.94

-----  
PLUM0219-002 06/01/2025

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

Rates Fringes

Plumber and Steamfitter.....\$ 46.87 28.39

-----  
PLUM0392-002 06/01/2025

BROWN, BUTLER, CLERMONT, HAMILTON & WARREN

Rates Fringes

PLUMBER/PIPEFITTER.....\$ 43.30 27.40

-----  
PLUM0396-001 06/01/2025

COLUMBIANA (Excluding Washington & Yellow Creek Townships &  
Liverpool Twp. - Secs. 35 & 36 - West of County Road #427),  
MAHONING and TRUMBULL COUNTIES

Rates Fringes

PLUMBER/PIPEFITTER.....\$ 40.55 29.25

-----  
PLUM0495-002 06/01/2025

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

	Rates	Fringes
Plumber, Pipefitter, Steamfitter.....	\$ 39.32	37.60

-----  
PLUM0577-002 06/01/2025

ADAMS, ATHENS, GALLIA, HIGHLAND, JACKSON, LAWRENCE, PIKE, SCIOTO & VINTON

	Rates	Fringes
Plumber, Pipefitter, Steamfitter.....	\$ 42.65	28.56

-----  
PLUM0776-002 07/01/2025

ALLEN, AUGLAIZE, HARDIN, LOGAN, MERCER, SHELBY and VAN WERT COUNTIES

	Rates	Fringes
Plumber, Pipefitter, Steamfitter.....	\$ 42.76	30.81

-----  
TEAM0377-003 05/01/2025

STATEWIDE, EXCEPT CUYAHOGA, GEAUGA & LAKE

	Rates	Fringes
TRUCK DRIVER		
GROUP 1.....	\$ 34.26	18.85
GROUP 2.....	\$ 35.26	18.85

TRUCK DRIVER CLASSIFICATIONS

GROUP 1 - Asphalt Distributor; Batch; 4- Wheel Service; 4-Wheel Dump; Oil Distributor & Tandem

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

-----  
TEAM0436-002 05/01/2025

CUYAHOGA, GEAUGA & LAKE

	Rates	Fringes
TRUCK DRIVER		
GROUP 1.....	\$ 34.92	19.30
GROUP 2.....	\$ 35.73	19.30

GROUP 1: Straight & Dump, Straight Fuel

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

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 WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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 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 \$13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025. 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](http://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)).

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 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.

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#### 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](mailto: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](mailto: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](mailto: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

## SECTION 008900 - PERMITS

### ARTICLE 1 PERMITS OBTAINED BY THE OWNER

1.01 The following permits were obtained or are being coordinated by the Owner related to this Project:

A. None

1.02 The above permits have been included as attachments to this section or will be provided to the Contractor in advance of issuance of the Notice to Proceed for this Project. Contractor shall comply with all provisions of these permits and shall be responsible for notifications as required by these permits.

### ARTICLE 2 PERMITS OBTAINED BY CONTRACTOR

2.01 Contractor shall obtain all other permits required for the Work.

2.02 Any permits required for dewatering operations shall be obtained and paid for by Contractor.

END OF SECTION

## SECTION 009113 - ADDENDA

1. All Addenda issued by the OWNER/ENGINEER shall be inserted into this section.
2. If Addenda are issued, all prospective bidders are hereby notified that the Addenda forms a part of the Bidding and Contract documents and modifies the original bidding and contract documents issued. Acknowledge receipt of this addendum in the space provided in the bid proposal section of the specifications. Failure to do so may subject the bidder to disqualification.

END OF SECTION

# Work Change Directive

No. \_\_\_\_\_

Date of Issuance: \_\_\_\_\_ Effective Date: \_\_\_\_\_

Project:	Owner:	Owner's Contract No.:
Contract:		Date of Contract:
Contractor:		Engineer's Project No.:

**You are directed to proceed promptly with the following change(s):**

Item No.	Description

**Attachments (list documents supporting change):**

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**Purpose for Work Change Directive:**

- Authorization for Work described herein to proceed on the basis of Cost of the Work due to:
  - Nonagreement on pricing of proposed change.
  - Necessity to expedite Work described herein prior to agreeing to changes on Contract Price and Contract Time.

**Estimated change in Contract Price and Contract Times:**

Contract Price \$ \_\_\_\_\_ (increase/decrease)      Contract Time \_\_\_\_\_ days (increase/decrease)

If the change involves an increase, the estimated amounts are not to be exceeded without further authorization.

Recommended for Approval by Engineer:	Date
Authorized for Owner by:	Date
Accepted for Contractor by:	Date
Approved by Funding Agency (if applicable):	Date:

State of Ohio  
WATER POLLUTION CONTROL LOAN FUND (WPCLF/SRF)

**CONTRACT CHANGE ORDER**

RECIPIENT \_\_\_\_\_ CHANGE ORDER NBR \_\_\_\_\_  
 LOAN NUMBER \_\_\_\_\_ CONTRACT \_\_\_\_\_  
 OWDA PROJECT No. \_\_\_\_\_ DATE \_\_\_\_\_  
 Description of Change: \_\_\_\_\_

RECOMMENDED BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
 (Engineer)  
 APPROVED BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
 (Recipient)  
 ACCEPTED BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
 (Contractor)  
 \_\_\_\_\_  
 (Company)

<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">Original Contract Amt</td> <td style="width: 20%; border-bottom: 1px dashed black;"></td> </tr> <tr> <td>Previous Changes (+ / --)</td> <td style="border-bottom: 1px dashed black;"></td> </tr> <tr> <td>This Change (+ / --)</td> <td style="border-bottom: 1px dashed black;"></td> </tr> <tr> <td>Adjusted Contract Amt</td> <td style="border-bottom: 1px dashed black;"></td> </tr> </table>	Original Contract Amt		Previous Changes (+ / --)		This Change (+ / --)		Adjusted Contract Amt		<p><b>OWDA APPROVAL</b></p> <p>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.</p>
Original Contract Amt									
Previous Changes (+ / --)									
This Change (+ / --)									
Adjusted Contract Amt									
Ohio EPA Acceptance	Chief Engineer								
Date	Date								





## SECTION 011100 - SUMMARY OF WORK

### PART 1 - GENERAL

#### 1.1 SECTION INCLUDES

- A. Project Scope and Location
- B. Owner Supplied Products
- C. Contractor Use of Site
- D. Existing Services, Structures and Underground Facilities
- E. Protection of Work and Improvements
- F. Schedules and Work Sequence
- G. Owner Occupancy

#### 1.2 PROJECT SCOPE AND LOCATION

- A. This project generally consists of the installation of general repairs and maintenance improvements at existing sanitary lift stations within the Village of Jeffersonville and related appurtenances.
- B. Contractor shall provide all items, articles, materials, operations or methods mentioned or scheduled on the Drawings or herein specified: including all labor, supervision, equipment, incidentals, taxes and permits necessary to complete the Work as described within the Contract Documents. Contractor shall install all items provided by Owner as mentioned or scheduled on the Drawings or herein specified.

#### 1.3 OWNER SUPPLIED PRODUCTS

- A. The Owner shall make available an existing Vac truck to support cleaning operations performed by the Contractor at each of the four lift stations where work is proposed as a part of this project.
- B. The Owner shall maintain a Vac truck on stand-by status during the lift station repairs.

#### 1.4 CONTRACTOR USE OF SITE

- A. Access to Site: Limited to Contractor.
- B. Construction Operations: Easements were obtained for this project. Contractor shall contain operations to within the rights-of-way, easements or lands upon which the work is to be performed.

## 1.5 EXISTING SERVICES, STRUCTURES AND UNDERGROUND FACILITIES

- A. Should unchartered or incorrectly charted piping or other utilities be encountered during installation, notify Owner and consult with utility owner immediately for directions.
- B. Cooperate with Owner and utility companies in keeping respective services and facilities in operation and repair any damaged utilities to the satisfaction of the utility owner.
- C. Contractor shall not interrupt existing utilities serving facilities occupied and used by the Owner or others, except when permitted in writing by the Owner.
- D. Any accidental interruption of services shall be repaired immediately, including provision of temporary facilities until permanent repairs can be made.
- E. Existing underground facilities may consist of gas lines, water lines, storm sewers, and buried telephone and electric cables. The utilities shown on the Drawings are based on data furnished by the utility companies listed in the Drawings and on field observations and are believed to be reasonably accurate.
- F. Contractor shall notify the Ohio Utilities Protection Service (OUPS), (1-800-362-2764), and any other non-OUPS utility a minimum of 48 hours prior to commencing work on the project to coordinate the marking of utilities in the field. Based on information made available by the various utility companies, the companies shown in the Drawings have facilities in the area.
- G. Contractor shall proceed with caution in the excavation and preparation of the Site so the exact location of structures and Underground Facilities can be determined. Contractor shall include in Contract Price any costs for temporary or permanent relocations of such structures and Underground Facilities required to complete the Work unless specifically indicated otherwise in the Specifications.
- H. Contractor shall keep an accurate and complete record of all such structures and Underground Facilities encountered and shall provide the Owner a copy of this record. The record shall include a description of the item encountered, opinion as to condition, and adequate measurements and depths so that the item can be located in the future.
- I. Contractor shall inspect all structures and Underground Facilities for condition and soundness. Unsound conditions shall be reported to the structure or facility owner immediately after exposing. Contractor shall not proceed with the work until the structure or facility owner has been notified. Owner shall then be given time to inspect and correct, if required, the structure or Underground Facility. Contractor shall make claim under the provisions of Articles 11 and 12 of the General Conditions should the Contractor feel a price or time adjustment is justified.
- J. Any additional costs incurred because of the failure of the Contractor to report the condition of any and all existing structure or Underground Facility encountered shall be paid by the Contractor.

- K. Whenever the Engineer feels it is necessary to explore and excavate to determine the location of existing structures and Underground Facilities, the Contractor shall make explorations and excavations for such purposes. If Contractor is required to perform additional work in making the explorations and excavations, extra compensation will be allowed as provided for in the General Conditions.

#### 1.6 PROTECTION OF WORK AND IMPROVEMENTS

- A. Contractor shall protect the property of the Owner, existing improvements, and the Work installed by the Contractor and others from abuse, damage, dust, debris, and other objectionable materials resulting from construction activities.
- B. Contractor shall provide suitable covers, partitions, or other dust and fume containment devices to suit construction operations.
- C. Contractor shall keep property, existing improvements and the Work, including structures, mains, fittings and accessories free from dirt and foreign matter at all times.
- D. Contractor shall provide temporary plugging of openings, holes and pipe ends that are existing or that the Contractor has installed.
- E. Property, improvements and Work damaged by Contractor shall be repaired or replaced by Contractor to the satisfaction of the Owner.

#### 1.7 SCHEDULES AND WORK SEQUENCE

- A. Contractor shall provide schedules for performance of the Work in accordance with the provision set forth within the General Conditions. The schedule(s) shall detail all phases of construction to completion with milestones and associated dates. The schedule(s) shall be presented in a format acceptable to the Owner and Engineer.

#### 1.8 OWNER OCCUPANCY

- A. Owner shall have access to site throughout the term of the project.

### PART 2 - PRODUCTS

Not Applicable.

### PART 3 - EXECUTION

Not Applicable.

END OF SECTION 011100

## SECTION 012000 - MEASUREMENT AND PAYMENT

### PART 1 - GENERAL

#### 1.1 SECTION INCLUDES:

- A. Measurement and payment criteria applicable to the Work performed under a unit price payment method.
- B. Defect assessment and non-payment for rejected work.

#### 1.2 AUTHORITY

- A. Contractor shall take all measurements and compute quantities. The Owner or Engineer will verify measurements and quantities.
- B. Contractor shall assist by providing necessary equipment, labor, and survey equipment as required when requested by Owner or Engineer.

#### 1.3 UNIT QUANTITIES SPECIFIED

- A. Quantities indicated in the Bid Form are for bidding and contract purposes only. Quantities supplied or placed in the Work and verified by the Owner or Engineer determine payment.
- B. If the actual Work requires more or fewer quantities than those quantities indicated, provide the required quantities at the unit sum/prices contracted.
- C. If a substantial change in quantity of any line item is anticipated, the Contractor shall notify the Owner or Engineer immediately.

#### 1.4 GENERAL REQUIREMENTS

- A. Lump Sum and unit prices shall include providing all costs required for the complete construction of the specified unit of work including cost of materials and delivery; cost of installation; labor including social security, insurance, and other required fringe benefits; workman's compensation insurance; bond premiums; rental of equipment and machinery; taxes; testing; surveys; incidental expenses; and supervision.
- B. The Owner reserves the right to reject the Contractor's measurement of completed work that involves use of established unit prices, and to have this Work measured by an independent surveyor acceptable to the Contractor at the Owner's expense.
- C. Contract Sum adjustments will be by Change Order on basis of net accumulative change for each unit price category.
  - 1. Except as otherwise specified, unit prices shall apply to both deductive and additive variations of quantities.

2. Lump sum and unit prices in the Agreement shall remain in effect until date of final completion of the entire Work.
- D. Partial payment for material and equipment properly stored and protected will be made in accordance with requirements of the General Conditions.
- E. Payment will be made at the respective contract unit and lump sum price for each item shown in the Agreement, installed and accepted, which price and payment shall constitute full compensation for furnishing all materials and performing all Work in connection therewith and incidental thereto.
  1. No separate payment will be made for:
    - a. Record Drawings
    - b. Construction of haul roads as may be required.
    - c. Testing

#### 1.5 DEFECT ASSESSMENT

- A. Replace the Work, or portions of the Work, not conforming to specified requirements.
- B. If, in the opinion of the Engineer and Owner, it is not practical to remove and replace the Work, the Engineer and Owner will direct one of the following remedies:
  1. The defective Work may remain, but the unit/lump sum price will be adjusted to a new price at the discretion of the Engineer and Owner.
  2. The defective Work will be partially repaired to the instructions of the Engineer and Owner, and the price will be adjusted to a new price at the discretion of the Engineer and Owner.
  3. The individual specification sections may modify these options or may identify a specific method for modification or correction.
- C. The authority of the Engineer and Owner to assess the defect and identify payment adjustment is final.

#### 1.6 NON-PAYMENT FOR REJECTED PRODUCTS

- A. Payment will not be made for any of the following:
  1. Products wasted or disposed of in a manner that is not acceptable.
  2. Products determined as unacceptable before or after placement.
  3. Products not completely unloaded from the transporting vehicle.
  4. Products placed beyond the lines and levels of the required Work.
  5. Products remaining on hand after completion of the Work.
  6. Loading, hauling and disposing of rejected Products.

#### PART 2 - PRODUCTS

Not Applicable.

## PART 3 - EXECUTION

### 3.1 PAYMENT APPLICATION

#### A. Required Forms

1. Utilize Application for Payment Form provided in Contract Documents Section of this Project Manual.

#### B. Preparation of Applications:

1. Present required information in typewritten form.
2. Execute certification by signature of authorized officer.
3. Use data from approved Schedule of Values. Provide dollar value in each column for each line item for portion of work performed and for stored Products.
4. List each authorized Change Order.
5. Prepare Application for Final Payment as specified in Section 017800.

#### C. Submittal Procedures:

1. Submit one (1) electronic copy of an originally executed copy of each Application for Payment, Schedule of Values, and supporting documentation including, but not limited to invoices, weight slips, and shipping receipts.
2. Submit an updated construction schedule with each Application for Payment.
3. Payment Period: Submit Application for Payment by the first of each month to the Engineer.
4. Submit with transmittal letter as specified for Submittals in Section 013300.
5. Submit one (1) originally executed waiver for partial payment.
6. Submit one (1) certified payroll report for payroll period.
7. If requesting payment for stored materials, submit one (1) copy of material invoice and shipping request.
8. Submit any other documentation as requested by the Engineer or Owner.

#### D. Substantiating Data

1. When Owner or Engineer requests substantiating information, submit data justifying dollar amounts in question.
2. Provide one copy of data with cover letter for each copy of submittal. Show application number and date and line item by number and description.

END OF SECTION 012000

## SECTION 012300 - ALTERNATES

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. This Section includes administrative and procedural requirements governing Alternates.

#### 1.3 DEFINITIONS

- A. Definition: An alternate is an amount proposed by bidders and stated on the Bid Form for certain work defined in the Bidding Requirements that may be added to or deducted from the Base Bid amount if the Owner decides to accept a corresponding change in either the amount of construction to be completed, or in the products, materials, equipment, systems, or installation methods described in the Contract Documents.

- 1. The cost or credit for each alternate is the net addition to or deduction from the Contract Sum to incorporate the Alternate into the Work. No other adjustments are made to the Contract Sum.

#### 1.4 PROCEDURES

- A. Coordination: Modify or adjust affected adjacent Work as necessary to completely and fully integrate that Work into the Project.
  - 1. Include as part of each alternate, miscellaneous devices, accessory objects, and similar items incidental to or required for a complete installation whether or not mentioned as part of the Alternate.
- B. Notification: Immediately following the award of the Contract, notify each party involved, in writing, of the status of each alternate. Indicate whether alternates have been accepted, rejected, or deferred for later consideration. Include a complete description of negotiated modifications to alternates.
- C. Execute accepted alternates under the same conditions as other Work of this Contract.
- D. Schedule: A "Schedule of Alternates" is included at the end of this Section. Specification Sections referenced in the Schedule contain requirements for

materials necessary to achieve the Work described under each alternate.

## PART 2 - PRODUCTS (Not Applicable)

## PART 3 - EXECUTION

### 3.1 SCHEDULE OF ALTERNATES

- A. Alternate No. A1: This alternate generally consists of the installation of general repairs and maintenance improvements at the Fent Street Lift Station and related appurtenances as detailed in the contract documents.
- B. Alternate No. A2: A. This alternate generally consists of the installation of general repairs and maintenance improvements at the Flying J Lift Station and related appurtenances as detailed in the contract documents.
- C. Alternate No. A3: This alternate includes replacement of (2) 4" discharge elbows, (2) 4" pump discharge lines, and (2) 4" flanged 90° bends at four lift stations where indicated on the drawings. Quantity listed is for base bid and alternates. Quantity awarded will be based on total lift stations completed.

END OF SECTION 012300

## SECTION 013100 - COORDINATION, FIELD ENGINEERING AND MEETINGS

### PART 1 - GENERAL

#### 1.1 SECTION INCLUDES:

- A. Coordination – General.
- B. Coordination with Owner’s Operations.
- C. Field engineering.
- D. Progress meetings.
- E. Pre-installation conferences.

#### 1.2 COORDINATION - GENERAL

- A. Contractor shall coordinate scheduling, submittals, and work of the various sections of the work to assure efficient and orderly sequence of installation of interdependent construction elements, with provisions for accommodating items installed later.
- B. Contractor shall verify that utility requirement characteristics of operating equipment are compatible with building utilities and coordinate work of various sections having interdependent responsibilities for installing, connecting to, and placing in service, such equipment.
- C. Contractor shall coordinate space requirements and installation of mechanical and electrical work which are indicated diagrammatically on drawings and shall follow routing shown for pipes, ducts and conduit as closely as practicable. Utilize spaces efficiently to maximize accessibility for other installations, for maintenance and for repairs.
- D. In finished areas, except as otherwise indicated, Contractor shall conceal pipes, ducts and wiring within the construction and coordinate the locations of fixtures and outlets with finish elements.
- E. Contractor shall coordinate completion and clean-up of work of separate sections in preparation for substantial completion and for portions of work designated for Owner’s occupancy.
- F. After Owner occupancy of premises, coordinate access to site for correction of defective work and work not in accordance with Contract Documents, to minimize disruption of Owner's activities.
- G. Coordinate work with other site contractors involved in the Project as indicated by the Plans and Specifications, or as directed by the Owner.

### 1.3 COORDINATION WITH OWNER'S OPERATIONS

- A. The Contractor shall schedule construction activities so as to keep existing Owner's roadways, utilities and facilities in operation at all times unless otherwise approved by the Owner.
- B. Temporary roadways if required to divert traffic around this work area shall be furnished, maintained and subsequently removed by the Contractor.
- C. All temporary pumping, piping or miscellaneous equipment required shall be furnished, maintained and subsequently removed by the Contractor.
- D. All proposed construction sequences, and all process shutdowns and equipment tie-ins shall be scheduled well in advance and shall occur only after being approved by the Owner.

### 1.4 FIELD ENGINEERING

- A. Contractor shall locate and protect property stakes, legal survey monuments, and survey control and reference points. Contractor shall pay for replacement of disturbed property stakes and legal survey monuments by a Professional Surveyor registered in the State of Ohio and acceptable to the Owner.
- B. Contractor shall provide field engineering services as required to establish elevations, lines, and levels, utilizing recognized engineering survey practices.
- C. Contractor shall be responsible for all lines, elevations, and measurements of buildings, structures, piping, utilities, and other work executed by the Contractor under the Contract. Contractor must exercise proper precaution to verify figures before laying out the work, and will be held responsible for any error resulting from their failure to exercise such precaution.

### 1.5 PROGRESS MEETINGS

- A. Progress meetings will be held throughout progress of the Work at intervals agreed to by the Owner, Engineer and Contractor. Interval will generally be monthly.
- B. Contractor's project manager, job superintendent, major subcontractors and suppliers shall attend as appropriate to agenda topics for each meeting. Contractor's representatives shall have authority to bind Contractor to decisions at the meetings.
- C. At the meetings the Contractor shall submit typed reports detailing the progress of the Work, compliance with submitted progress schedules and future construction plans affecting the schedule of the Work.
- D. The Engineer will prepare and distribute minutes to all attending parties.

### 1.6 PREINSTALLATION CONFERENCES

- A. When required in individual specification Section, convene a pre-installation conference at work site prior to commencing work of the Section.
- B. Require attendance of parties directly affecting, or affected by, work of the specific Section.
- C. Notify Engineer a minimum of five (5) days in advance of meeting date.
- D. Review conditions of installation, preparation and installation procedures, and coordination with related work.

PART 2 - PRODUCTS

Not Applicable.

PART 3 - EXECUTION

Not Applicable.

END OF SECTION 013100

## SECTION 013216 - PROGRESS SCHEDULES

### PART 1 - GENERAL

#### 1.1 RELATED SECTIONS

- A. Section 013300 – Submittals.

#### 1.2 FORMAT

- A. Prepare schedules as a horizontal bar chart with separate bar for each major portion of Work or operation, identifying first workday of each week.
- B. Sequence of Listings: In the same sequence as the Bid Schedule contained within this Project Manual or the schedule of values provide for lump sum work.
- C. Scale and Spacing: To provide space for notations and revisions.
- D. Sheet Size: Minimum 8-1/2 X 11 inches. Maximum of 22" x 34". All sheets submitted shall be easily reproducible and not requiring to piece together more than 3 sheets.

#### 1.3 CONTENT

- A. Show complete sequence of construction by activity, with dates for beginning and completion of each element of construction.
- B. Identify work of separate stages, separate floors and other logically grouped activities.
- C. Provide sub-schedules to define critical portions of the entire schedule.
- D. Show accumulated percentage of completion of each item, and total percentage of Work completed, as of the last day of each month.
- E. Provide separate schedule of submittal dates for shop drawings, product data, and samples, including Owner furnished products, if applicable, and Products identified under Allowances, if applicable, and dates reviewed submittals will be required from Engineer. Indicate decision dates for selection of finishes.
- F. Indicate delivery dates for Owner furnished products and Products identified under Allowances, if applicable.
- G. Coordinate content with bid schedule or schedule of values as appropriate.

#### 1.4 REVISIONS TO SCHEDULES

- A. Indicate progress of each activity to date of submittal, and projected completion date of each activity.

- B. Identify activities modified since previous submittal, major changes in scope, and other identifiable changes.
- C. Provide narrative report to define problem areas, anticipated delays, and impact on Schedule. Report corrective action taken, or proposed, and its effect, including the effect of changes on schedules of separate contractors.

#### 1.5 SUBMITTALS

- A. Submit Preliminary Progress Schedule in accordance with the requirements outlined in Paragraph 2.05 of the General Conditions.
- B. Submit revised Progress Schedules with each Application for Payment.

#### 1.6 DISTRIBUTION

- A. Distribute copies of reviewed schedules to Project site file, Subcontractors, suppliers, and other concerned parties.
- B. Instruct recipients to promptly report, in writing, problems anticipated by projections indicated in schedules.

### PART 2 - PRODUCTS

Not Applicable.

### PART 3 - EXECUTION

Not Applicable.

END OF SECTION 013216

## SECTION 013300 - SUBMITTALS

### PART 1 - GENERAL

#### 1.1 SUMMARY

##### A. Work Included:

1. Whenever possible throughout the Contract Documents, the minimum acceptable quality of workmanship and materials has been defined either by manufacturer's name and catalog number or by reference to recognized industry standards.
2. To facilitate Contractor's understanding of the design intent, procedures have been established for advanced submittal of design data and for its review or rejection by the Engineer.
3. The type of submittal requirements specified in this section include shop drawings, product data, samples and other miscellaneous work related submittals.

##### B. Related work described elsewhere:

1. Additional requirements for submittals are described in other sections of these specifications. Submittals shall conform to Article 6 of the General Conditions.
2. Section 013216 – Progress Schedules
3. Section 017823 – Operation and Maintenance Data

##### C. It is emphasized that the Engineer/Architect's review of Contractor's submitted data is for general conformance to the contract drawings and specifications but subject to the detailed requirements of drawings and specifications. Although the Engineer/Architect may review submitted data in detail, such review is an effort to discover errors and omissions in Contractor's drawings. The Engineer/Architect's review shall in no way relieve the Contractor of his obligation to properly coordinate the work and to Engineer/Architect the details of the work in such manner that the purposes and intent of the contract will be achieved. Such review by the Engineer/Architect shall not be construed as placing on him or on the Owner any responsibility for the accuracy and for proper fit, functioning or performance of any phase of the work included in the contract.

##### D. The Contractor shall submit Shop Drawings for all fabricated work and for all manufactured items required to be furnished in the Contract in accordance with the General Provisions and as specified herein. Shop Drawings shall be submitted in sufficient time to allow at least twenty-one (21) calendar days after receipt of the Shop Drawings from the Contractor for checking and processing by the Engineer/Architect.

##### E. Contractor shall review and approve all Shop Drawings prior to submission. Contractor's approval shall constitute a representation to Owner and Engineer/Architect that Contractor has either determined and verified all quantities, dimensions, field construction criteria, materials, catalog numbers, and similar data or assumes full responsibility for doing so, and that Contractor has reviewed or coordinated each Shop Drawing or sample with the requirements of the work and the Contract Documents.

- F. It is the responsibility of each Prime Contractor to furnish to all other Prime Contractors and especially the General Construction Contractor reviewed Shop Drawings for guidance in interfacing the various trades; i.e., sleeves, inserts, anchor bolts, terminations, and space requirements.
- G. No work shall be performed requiring Shop Drawings until same have been reviewed by Engineer/Architect.
- H. Accepted and reviewed Shop Drawings shall not be construed as approval of changes from Contract plan and specification requirements.

## 1.2 IDENTIFICATION OF SUBMITTALS

- A. Submittal Preparation: Mark each submittal with a permanent label or page for identification. Provide the following information on the label for proper processing and recording of action taken:
  - 1. Location
  - 2. Project Name
  - 3. Contract
  - 4. Name and Address of Engineer/Architect
  - 5. Name and Address of Contractor
  - 6. Name and Address of Subcontractor
  - 7. Name and Address of Supplier
  - 8. Name of Manufacturer
  - 9. Number and Title of appropriate Specification Section
  - 10. Drawing Number and Detail References, as appropriate.
  - 11. Submittal Sequence or Log Reference Number.
  - 12. Provide a space on the label for the Contractor's review and approval markings and a space for the Engineer/Architect's "Action Stamp".

## 1.3 GROUPING OF SUBMITTALS

- A. Unless otherwise specifically permitted by the Engineer, the Contractor shall make all submittals in groups containing all associated items so that information is available for checking each when it is received.
- B. Partial submittals may be rejected as not complying with the provisions of the Contract Documents.
- C. Review will be performed on a complete submittal as received. The Engineer will not divide a submittal and take separate action on each portion.

## 1.4 TIMING OF SUBMITTALS

- A. Shop Drawings shall be submitted in proper sequence and with due regard to the time required for checking, transmittal and review so as to cause no delay in the work. The Contractor's failure to transmit appropriate submittals to the Engineer/Architect sufficiently in advance of the work shall not be grounds for time extension.

- B. Review of submittals by Engineer will be made and responded to within 21 calendar days after receipt of same unless additional information is required. In lieu of returning a document when supplemental information is required, a written hold notice may be issued which will suspend the review period until a response is received.
- C. If review of a submittal is dependent upon information to be provided via another submittal which has not been received, the first submittal will be held until the second submittal is received. Written notice will be provided to the Contractor regarding the hold status of the first submittal.

## 1.5 SHOP DRAWINGS

- A. Shop drawings include specially-prepared technical data for this project including drawings, diagrams, performance curves, data sheets, schedules, templates, patterns, reports, calculations, instructions, measurements and similar information not in standard printed form for general application to a range of similar projects. Shop drawings submitted for all manufactured or fabricated items. See individual technical sections for specialized requirements.
- B. Shop Drawings shall be sufficiently clear and complete to enable the Engineer/Architect and Owner to determine that items proposed to be furnished conform to the specifications and that items delivered to the site are actually those that have been reviewed.
- C. Contractor shall make all shop drawings accurately to scale and sufficiently large to show all pertinent aspects of the item and its method of connection to the work.
- D. Shop drawings shall be checked, approved, and stamped by Contractor in accordance with the General Conditions before transmittal to Engineer for review and approval.
- E. Complete shop drawings and descriptive data shall be submitted on all manufactured or fabricated items prior to 25% completion of the work.
- F. It is anticipated that electronic submissions of shop drawings will be acceptable. The Contractor shall coordinate with the Engineer to establish a consistent submission process to be applied throughout the project. Where size and complexity warrant, the Engineer may request one full size, hard copy, of specific shop drawings may be requested to supplement and support review. An electronic copy of the shop drawing will be returned to the Contractor if approved. If the shop drawing is not approved, an electronic corrected copy and/or summary of comments will be returned to the Contractor for use in resubmittal.
- G. It is the Contractor's responsibility to provide other affected contractors and/or sub-contractors with copies of approved shop drawings.
- H. At the time of each submission, Contractor shall in writing identify any deviations that the Shop Drawings or samples may have from the requirements of the Contract Documents.

- I. Drawings shall be clean, legible and shall show necessary working dimensions, arrangement, material finish, erection data, and like information needed to define what is to be furnished and to establish its suitability for the intended use. Specifications may be required for equipment or materials to establish any characteristics of performance where such are pertinent. Suitable catalog data sheets showing all options and marked with complete model numbers may, in certain instances, be sufficient to define the articles which it is proposed to furnish.

## 1.6 REVIEW PROCEDURE

- A. Engineer/Architect will review with reasonable promptness all properly submitted Shop Drawings. Such review shall be only for conformance with the design concept of the Project and for compliance with the information given in the plans and specifications and shall not extend to means, methods, sequences, techniques or procedures of construction or to safety precautions or programs incident thereto.
- B. The review of a separate item as such will not constitute the review of the assembly in which the item functions. The Contractor shall submit entire systems as a package.
- C. All Shop Drawings submitted for review shall be stamped with the Engineer/Architect's action and associated comments.
- D. Except for submittals for record, information or similar purposes, where action and return is required or requested, the Engineer/Architect will review each submittal, mark to indicate action taken, and return accordingly. Compliance with specified characteristics is the Contractor's responsibility.

Action Stamp: The Engineer/Architect will stamp each submittal with a uniform, self-explanatory action stamp. The stamp will be appropriately marked, as follows, to indicate the action taken:

1. If Shop Drawings are found to be in general compliance, such review will be indicated by marking the first statement.
  2. If only minor notes in reasonable number are needed, the Engineer/Architect will make same on all copies and mark the second statement. Shop Drawings so marked need not be resubmitted.
  3. If the submitted Shop Drawings are incomplete or inadequate, the Engineer/Architect will mark the third statement, request such additional information as required, and explain the reasons for revision. The Contractor shall be responsible for revisions, and/or providing needed information, without undue delay, until such Shop Drawings are acceptable. Shop Drawings marked with No. 3 shall be completed resubmitted.
  4. If the submitted Shop Drawings are not in compliance with the Contract Documents, the Engineer/Architect will mark the fourth statement. The Contractor will be responsible to submit a new offering conforming to specific products specified herein and/or as directed per review citations.
- E. No submittal requiring a Change Order for either value or substitution or both, will be returned until the Change Order is approved or otherwise directed by the Owner.

## 1.7 COLORS AND PATTERNS

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

## 1.8 SAMPLES AND FIELD MOCK-UPS

- A. Contractor shall provide samples and field mock-ups where noted or specified.
- B. Samples are physical examples which illustrate materials, equipment, or workmanship and establish standards by which the work will be judged.
- C. Samples shall be of sufficient size and quantity to clearly illustrate the functional characteristics of the product and full range of color, texture and pattern.
- D. Samples shall have labels firmly attached, bearing the following information:
  - 1. Name of project.
  - 2. Description of product and finish.
  - 3. Name of Contractor.
  - 4. Trade name and number of product.
  - 5. Standards met by the product.
- E. Approval of samples must be obtained prior to proceeding with any work affected by material requiring sample approval.
- F. Samples, unless otherwise noted, become the property of the Owner.
- G. In situations specifically approved by the Engineer, the retained sample may be used in the construction as one of the installed items.
- H. Field mock-ups:
  - 1. Contractor shall erect field mock-ups at the project site in a location acceptable to the Owner and the Engineer.
  - 2. When accepted by the Engineer, the mock-up will become the basis for comparison of the actual work.
  - 3. Remove mock-up at conclusion of the work if it was not incorporated into the work.

## 1.9 PRODUCT DATA

- A. Contractor shall provide product data as required to supplement shop drawings.

- B. Product data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by Contractor to illustrate a material, product or system for some portion of the work.
- C. Contractor shall collect required product data into one submittal for each unit of work or system.
- D. Contractor shall include manufacturer's standard printed recommendations for application and use, compliance with standards, performance characteristics, wiring and piping diagrams and controls, component parts, finishes, dimensions, required clearances, and other coordination requirements.
- E. Contractor shall mark each copy of standard printed data to identify pertinent products, models, options, and other data.
- F. Contractor shall supplement manufacturer's standard data to provide information unique to the work.
- G. Contractor shall identify within the data variations from Contract Documents and product or system limitations which may be detrimental to successful performance of the completed Work.

#### 1.10 RESUBMITTAL REQUIREMENTS

- A. Contractor shall revise and resubmit submittals as required.
- B. Shop Drawings and Product Data:
  - 1. Revise initial drawings or data and resubmit as specified for initial submittal.
  - 2. Itemize in a cover letter any changes which have been made other than those requested by the Engineer.
- C. It is considered reasonable that the Contractor shall make a complete and acceptable submittal to the Engineer by the second submission of a submittal item. The Owner reserves the right to withhold monies due the Contractor to cover additional costs of the Engineer's review beyond the second submittal.

#### 1.11 MANUFACTURER'S INSTRUCTIONS

- A. Manufactured articles, materials and equipment shall be stored, commissioned, operated, applied, installed, connected, erected, used, cleaned and conditioned as directed by the manufacturer, unless specified to the contrary.
- B. Whenever specifications call for work to be performed, or materials to be installed in accordance with the manufacturer's printed instructions or directions, Contractor shall furnish copies as required for shop drawings of those instructions or directions to Engineer before installing the material or performing the work.
- C. Contractor shall identify with the submittal any conflicts between manufacturers' instructions and Contract Documents.

## 1.12 MANUFACTURER'S CERTIFICATES

- A. When specified in individual specification Sections, submit manufacturers' certificate to Engineer for review.
- B. Contractor shall furnish copies as required for shop drawings of those certificates to Engineer before installing the material or performing the work.
- C. Certificates shall indicate material or product conforms to or exceeds specified requirements. Submit supporting reference data, affidavits, and certifications as appropriate.
- D. Certificates may be recent or previous test results on material or Product, but must be acceptable to Engineer.

## PART 2 - PRODUCTS

Not Applicable.

## PART 3 - EXECUTION

Not Applicable.

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 OEPA approved 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 OEPA approved 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. Sanitary sewer systems.

#### 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. In addition, the laboratory shall be included on the list of OEPA approved laboratories.

- 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.
- BB. ODOT Supplement 1029, Method of Test for Determining the Percentage of Deleterious Materials in Course Aggregate.
- CC. ODOT Supplement 1036, Method of Test for Determination of Percent Air Voids in Compacted Dense Bituminous Paving Mixtures.
- DD. ODOT Supplement 1044, Mix Design Method for Bituminous Aggregate Base.
- EE. Uni-Bell PVC Pipe Association UNI-B-6-98 for Low Pressure Air Testing of Installed Sewer Pipe.
- FF. 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 registered Engineer/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 OEPA 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 40° F. (4° C.) and below, and when 80° F. (27° 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.
    - 1) 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.
    - 2) 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.
    - 1) 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:

Water Level Change in Test Manhole		Volume of Leakage	
		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:
    - 1) Pneumatic plugs shall have a sealing length equal to or greater than the diameter of the pipe to be inspected.
    - 2) Pneumatic plugs shall resist internal test pressures without requiring external bracing or blocking.
    - 3) All air used shall pass through a single control panel.
    - 4) 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 noted in 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 Water Main 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.

9. Manhole Vacuum Testing

- a. Temporarily plug all pipe entering the manhole. Each plug must be installed at a location beyond the manhole/pipe gasket (i.e. outside the manhole wall), and shall be braced to prevent the plug or pipe from being drawn into the Manhole.
- b. The test head shall be placed inside the rim of the cast iron frame at the top of the manhole and inflated, in accordance with the manufacturer's recommendations.
- c. A vacuum of at least 10 inches of mercury (10" Hg) shall be drawn on the manhole. Shut the line on the vacuum line to the manhole and shut off the pump or disconnect the vacuum line from the pump.
- d. The pressure gauge shall be liquid filled, having a 3.5" diameter face with a reading from zero to thirty inches of mercury.
- e. The manhole shall be considered to pass the vacuum test if the vacuum reading does not drop more than 1" Hg (i.e from 10" to 9" Hg) during the Table 1 minimum test time.
- f. If a manhole fails the vacuum test, the manhole shall be repaired with non-shrinkable grout or other material or method approved by the engineer. The manhole surfaces shall be properly prepared prior to any repairs. Once the repair material has cured according to the manufacturer's recommendations, the vacuum test shall be repeated. This process shall continue until a satisfactory test is obtained.
- g. All temporary plugs and braces shall be removed after each test.

10. Video Inspection

- a. The Contractor shall survey and/or inspect new sanitary sewer systems with digital cameras or color pan and tilt CCTV imagery as specified in order to record all relevant features and confirm their structural and service condition. Surveys/Inspections of sewer systems shall be carried out in compliance with the NASSCO PACP reporting format and coding standards.

- b. All CCTV operator(s) responsible for direct reporting of sewer condition shall have a minimum of 3 years previous experience in surveying, processing, and interpretation of data associated with CCTV surveys/inspections. If requested by the Engineer, the Contractor shall provide the designated representative with written documentation that all CCTV survey operators meet these experience requirements which shall include a list of projects undertaken as well as client name and telephone number for reference.
- c. Contractor shall provide OWNER with one digital copy of all CCTV inspections and reports.

## 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

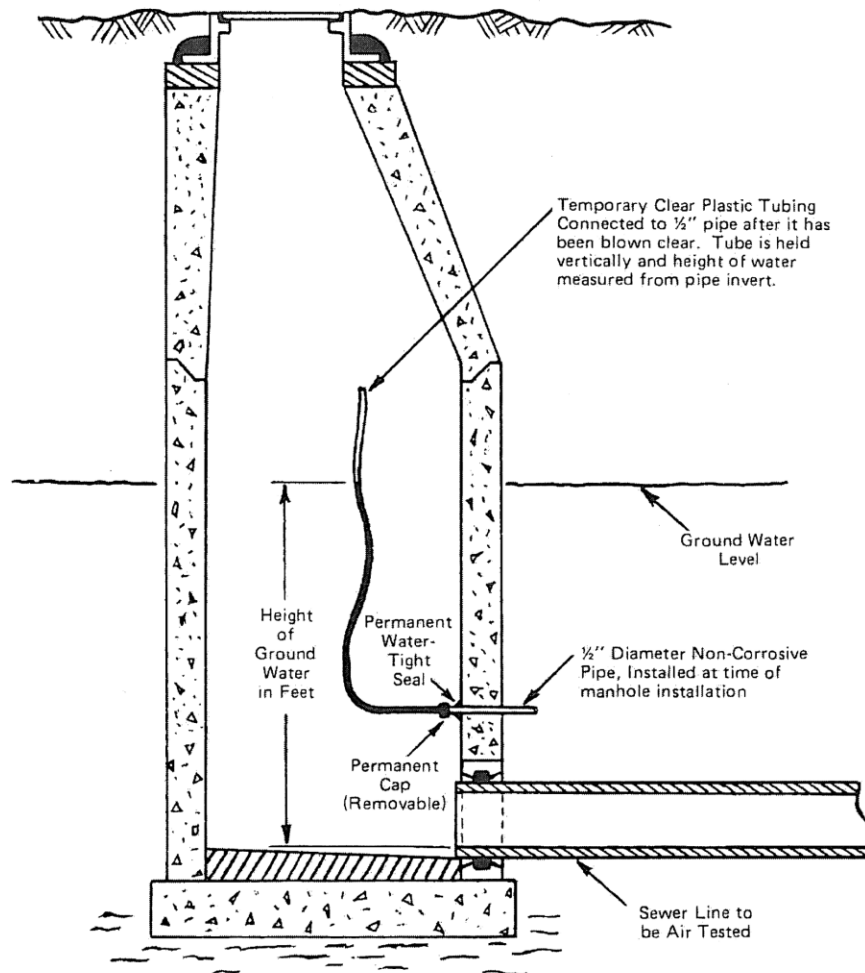
- A. The testing laboratory shall submit a certified written report of each inspection, test, or similar service concurrently to the Owner, Engineer, and Contractor.
- B. Written reports of each inspection, test, or similar service shall include, but not be limited to, the following:
  - 1. Name of testing 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

UNI-B-6-98

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. ( $\div 2.31 = \text{P.S.I.G.}$ )	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**Minimum specified time required for a 1.0 P.S.I.G. Pressure Drop

1 Pipe Diame ter (Inche s)	2 Minim um Time (Min:S ec)	3 Length for Minim um 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

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	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)



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ALLOWABLE LEAKAGE PER 1,000 FEET OF WATERMAIN:

<u>PIPE SIZE</u> <u>INCH DIAMETER</u>	<u>ALLOWABLE LEAKAGE</u> <u>GALS. / 1,000 FEET</u>
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.**



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

## SECTION 014100 - REGULATORY REQUIREMENTS

### PART 1 - GENERAL

#### 1.1 WORK INCLUDED

- A. OSHA Requirements
- B. Roadway Limits

#### 1.2 OSHA REQUIREMENTS

- A. All work, including site safety, equipment, materials, and fabricated items provided under the Contract, shall comply with the provisions of the “Occupational Safety and Health Act” (OSHA), and all other applicable federal, state, county and local laws, ordinances, codes, the requirements set forth herein, and any regulations that may be specified in other parts of these Contract Documents. Where any of these are in conflict, the more stringent requirements shall be followed. Job site safety shall be the sole responsibility of the Contractor.
- B. The Contractor’s failure to thoroughly familiarize himself with the aforementioned safety provisions shall not relieve him from compliance with the obligations and penalties set forth herein.

#### 1.3 ROADWAY LIMITS

- A. Contractor shall comply with posted roadway weigh restrictions including any seasonal weight restrictions established by the governing highway authority.

### PART 2 - PRODUCTS

Not Applicable.

### PART 3 - EXECUTION

Not Applicable.

END OF SECTION 014100

## SECTION 014300 - FIELD ENGINEERING

### PART 1 - GENERAL

#### 1.1 SECTION INCLUDES

- A. Survey and field engineering.
- B. Quality control.
- C. Submittals.
- D. Project record documents.

#### 1.2 QUALITY ASSURANCE

- A. Employ a Professional Surveyor registered in the State of Ohio and acceptable to Owner, to perform survey work of this section.
- B. Submit evidence of Surveyor's Errors and Omissions insurance coverage in the form of an Insurance Certificate.

#### 1.3 SUBMITTALS FOR REVIEW

- A. Submit name, address, and telephone number of Surveyor before starting work.
- B. On request, submit documentation verifying accuracy of survey work.
- C. Submit a certificate signed by the Professional Surveyor, that the elevations and locations of the Work are in conformance with Contract Documents.

#### 1.4 PROJECT RECORD DOCUMENTS

- A. Maintain a complete and accurate log of control and survey work as it progresses. The project record documents shall be available at every progress meeting for verification that the actual work is being properly recorded.
- B. Submit Record Documents under provisions of Section 017800.

#### 1.5 EXAMINATION

- A. Verify locations of survey control points prior to starting work.
- B. Promptly notify Engineer of any discrepancies discovered.

#### 1.6 SURVEY REFERENCE POINTS

- A. Contractor to locate and protect survey control and reference points.
- B. Control datum for survey that is indicated on Drawings.
- C. Protect survey control points prior to starting site work; preserve permanent reference points during construction.
- D. Promptly report to Engineer the loss or destruction of any reference point or relocation required because of changes in grades or other reasons.
- E. Replace dislocated survey control points based on original survey control. Make no changes without prior written notice to Engineer.

#### 1.7 SURVEY REQUIREMENTS

- A. Provide field survey services. Utilize recognized survey practices.
- B. Establish elevations, lines and levels. Locate and lay out by instrumentation and similar appropriate means:
  - 1. Site improvements including pavements; stakes for grading, fill and topsoil placement; utility locations, slopes, and invert elevations.
  - 2. Grid or axis for structures.
  - 3. Building foundation, column locations, and ground floor elevations.
  - 4. All other proposed work as shown on the Drawings.
- C. Periodically verify layouts by same means.

#### 1.8 SURVEYS FOR MEASUREMENT AND PAYMENT

- A. Perform surveys to determine quantities of unit cost, including control surveys to establish measurement reference lines at request of Owner or Engineer. Notify Owner and Engineer prior to starting work.

#### PART 2 - PRODUCTS

Not Applicable.

#### PART 3 - EXECUTION

Not Applicable.

END OF SECTION 014300

## SECTION 014500 - QUALITY CONTROL

### PART 1 - GENERAL

#### 1.1 SECTION INCLUDES

- A. Quality assurance and control of installation.
- B. References.
- C. Tolerances.
- D. Audio Video Recording of Site.
- E. Manufacturers' field services and reports.
- F. Manufacturer's certificates.
- G. Testing services.

#### 1.2 QUALITY ASSURANCE/CONTROL OF INSTALLATION

- A. Contractor shall monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce Work of specified quality.
- B. Contractor shall comply fully with manufacturers' instructions, including each step in sequence.
- C. Should manufacturers' instructions conflict with Contract Documents, request clarification from Engineer before proceeding.
- D. Contractor shall comply with specified standards as a minimum quality for the Work except where more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
- E. Work shall be performed by persons qualified to produce workmanship of specified quality.
- F. Contractor shall secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion or disfigurement.

#### 1.3 REFERENCES

- A. Conform to reference standard by date of issue current on date of Contract Documents.
- B. Obtain copies of standards when required by Contract Documents.
- C. Should specified reference standards conflict with Contract Documents, request clarification from Engineer before proceeding.

- D. The contractual relationship of the parties to the Contract shall not be altered from the Contract Documents by mention or inference otherwise in any reference document.

#### 1.4 TOLERANCES

- A. Contractor shall monitor tolerance control of installed products to produce acceptable work and shall not permit tolerances to accumulate.
- B. Contractor shall comply with manufacturer's tolerances. Should manufacturers' tolerances conflict with Contract Documents, request clarification from Engineer before proceeding.
- C. Contractor shall adjust products to appropriate dimensions; position before securing products in place.

#### 1.5 AUDIO / VIDEO RECORDING OF SITE

##### A. Scope of Work

1. Furnish all labor, materials and equipment to furnish color video / audio recording of the project site in accordance with the drawings and as specified herein.
2. Furnish copies of a continuous color video / audio recording of the entire area within fifty (50) feet of the construction area to concerned parties as described below. The recording shall be taken prior to any construction activity.
3. The Engineer reserves the right to reject the audio / video recording because of poor quality, unintelligible audio or uncontrolled pan or zoom. Any recording rejected by the Engineer shall be rerecorded at no cost to the client. Under no circumstances shall construction begin until the Engineer has received and accepted the audio / video recording.
4. The recording shall be performed by a qualified, established audio / video recording firm knowledgeable in construction practices which has a minimum of one year of experience in the implementation of established inspection procedures.
5. The audio / video recording firm shall submit three letters of recommendation from municipalities, and/or engineering firms indicating previous experience and ability to perform the work described in this contract. Data substantiating qualifications must be submitted and accepted prior to performing the survey.
6. Prior to recording, all areas to be recorded shall be investigated visually with notation made of features not readily visible by recording methods. This would include but not limited to culverts (size, type and condition) and manholes that may be partially buried. Record all measurements made during inspection.

##### B. Media

1. DVD's
  - a. DVD media shall be previously unrecorded standard quality DVD-R's with "Slimline" cases, labeled as described below
2. Labeling

- a. All recording media and cases shall bear labels with the following information:
  - 1) Media Number
  - 2) Owner's Name
  - 3) Date of Recording
  - 4) Project Name and Number
    - a) In a manner acceptable to the Engineer upon completion of the work and delivery of the media.
3. Ownership
  - a. All discs and written records shall become the property of the Owner. Four copies of the finished audio / video recording shall be distributed to the following:
    - 1) One (1) copy to the Owner
    - 2) Two (2) copies to the Engineer
    - 3) One (1) copy to be retained by the Contractor.

### C. Execution

1. Color Video / Audio Survey
  - a. Furnish a continuous color video / audio recording of the entire area within fifty (50) feet of construction in accordance with the drawings and as specified herein.
  - b. Complete coverage shall include all surface features within 50 feet of the work area to be utilized by the Contractor and shall be supported by appropriate audio description made simultaneously with video coverage.
    - 1) General: Such coverage shall include, but not limited to, all existing driveways, sidewalks, curbs, ditches (drainage patterns are of particular concern), roadways (including condition of surface for full width, landscaping, trees, culverts, headwalls, catch basins, retaining walls, equipment, structures, pavements, manholes, vaults, handrails, fences, visible utilities, etc. and all buildings (interior and exterior) located within the aforementioned work zone. Video coverage shall extend to the maximum height of all structures within this zone. Of particular concern are existing faults, fractures, defects, or other imperfections.
    - 2) Streets: Unless otherwise noted, streets and street areas shall be recorded by audio / video tape for full width of the zone of influence of construction, including both sides of the street. The term street shall be understood to mean street, highway, avenue, boulevard, road, alley, lane, driveway, parking lot, etc., and all adjacent areas within the possible zones of the influence of construction.
    - 3) Easements: Easements shall be recorded by audio / video tape for the full width of the permanent and temporary easements and all other adjacent areas lying within the zone of influence of construction. Easements shall be understood to mean all areas not in streets that require tape coverage. Also, included in this coverage should be any areas that are intended to be used for construction access, storage, or waste disposal.

2. All recording shall be done during times of good visibility. No recording shall be done during periods of visible precipitation, or when more than ten percent of the ground area is covered with standing water, unless otherwise authorized by the Owner.
3. Each recording shall begin with the Owner's name, Contract name and number, the Contractor's name, date and location information such as street name, direction of travel, viewing side, etc.
4. Information appearing in the recording must be continuous and can simultaneously be computer generated, transparent digital information. No editing or overlaying of information at a later date will be acceptable.
5. Digital information to appear in the recording shall be as follows:
  - a. Name of Contractor
  - b. Month, Day, Year, Hour, Minutes and Seconds, electronically displayed accurately and continuously throughout the recording.
  - c. Name of project and Specification Number.
6. Time must be accurate and continuously generated.
7. Written documentation must coincide with the information on the tape so as to provide for easy retrieval of locations sought for at a later date.
8. The video system shall have the capability to transfer individual frames of video electronically into hard copy prints or photographic negatives.
9. Audio: All audio shall be recorded at the same time as the video recording and shall have the same information as on the viewing screen. Audio for each recording shall begin with the current date, project name and municipality, and be followed by the general locations (i.e. name of the street or property owner), location of cross county line, viewing side, and direction of progress. The engineering stationing (where required) shall be noted on the audio track. Houses and buildings shall be identified audibly by owner name and address where available. Special commentary shall be given for unusual conditions of buildings, sidewalks and curbing, foundations, trees and shrubbery, structures, equipment, pavement, etc.
10. Prior to commencement of audio / video recording, the Contractor shall notify the Engineer in writing when and where the audio / video recording will begin. The Engineer may provide a designated representative to accompany and oversee coverage of all recording operations. Audio / video recording completed without and engineering representative present will be unacceptable unless specifically authorized by the Engineer.

#### 1.6 MANUFACTURERS' FIELD SERVICES AND REPORTS

- A. When specified in individual specification sections or when requested by Engineer, Contractor shall require material or product suppliers or manufacturers to provide qualified staff personnel to observe site conditions of surfaces and installation, and quality of workmanship.
- B. Contractor shall submit qualifications of observer to Engineer 30 days in advance of required observations.
- C. Contractor shall report observations and site decisions or instructions given to applicators or installers that are supplemental or contrary to manufacturer's written

instructions.

- D. Contractor shall submit report in duplicate within 30 days of observation to Engineer for information.

#### 1.7 MANUFACTURERS' CERTIFICATES

- A. When required by specified sections, submit three copies of manufacturer's certificates that certify the products meet or exceed specified requirements.

#### 1.8 TESTING SERVICES

- A. When required by specified sections, Contractor shall appoint, employ and pay for specified services of an independent firm to perform testing.
- B. The independent firm will perform tests and other services specified in individual specification sections and as required by the Engineer.
- C. Testing and source quality control may occur on or off the project site. Perform offsite testing as required by the Engineer or the Owner.
- D. Reports will be submitted by the independent firm to the Engineer and Contractor indicating observations and results of tests and indicating compliance or non-compliance with Contract Documents.
- 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 prior to 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. Testing does not relieve Contractor to perform Work to contract requirements.
- G. Re-testing required because of non-conformance to specified requirements shall be performed by the same independent firm on instructions of the Engineer. Payment for re-testing will be charged to the Contractor by deducting testing charges from the Contract Sum/Price.

#### PART 2 - PRODUCTS

Not Applicable.

#### PART 3 - EXECUTION

Not Applicable.

END OF SECTION 014500

## SECTION 015000 - CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS

### PART 1 - GENERAL

#### 1.1 SUMMARY

##### A. Work Included:

1. Temporary utilities.
2. Barriers.
3. Tree removal.
4. Contractor office and storage shed(s).
5. Engineer's field office.
6. Protection of installed work.
7. Temporary support facilities.
8. Removal of utilities, facilities, and controls.
9. Dust control.
10. Water, erosion and sediment control.
11. Noise control.
12. Traffic control.
13. Site security.
14. Site cleanup.
15. Continuous treatment provisions.

B. Contractor shall arrange for and provide temporary facilities as specified herein and as required for proper and expeditious prosecution of the Work.

C. Contractor shall pay all costs, except as otherwise specified, until final acceptance of the Work unless Owner makes arrangements for use of completed portions of the Work after substantial completion in accordance with the provisions of the General Conditions.

D. Contractor shall make all temporary connections to utilities and services in locations acceptable to Owner and local authorities having appropriate jurisdiction.

1. Furnish all necessary labor and materials.
2. Make all installations in a manner subject to the acceptance of such authorities and Owner.
3. Maintain such connections.
4. Remove temporary installation and connection when no longer required.
5. Restore services and sources of supply to proper operating conditions.

#### 1.2 TEMPORARY UTILITIES

##### A. Temporary Electricity

1. Arrange for and provide for all temporary electrical service required for the project. Provide for all temporary drops required by the work.

2. All work shall comply with all local, state and federal requirements. Include lock-out tag-out procedures and devices as necessary.

B. Temporary Lighting

1. Provide lighting as required of the various trades and the work being performed.

C. Temporary Sanitary Facilities

1. Provide and maintain required facilities and enclosures.
2. Provide sufficient number for number of workmen and women employed. Locate near work areas. Perform regular maintenance as needed to control odors.
3. At end of construction, remove facilities or return existing facilities to same or better condition as originally found.

D. Temporary Water

1. Contractor shall supply its own water during construction. Contractor shall also provide its own piping, valves and appurtenances for its requirements. Connection to the existing water system shall be coordinated with the Owner and shall meet all code requirements including disinfection and backflow prevention.

E. Temporary Fire Protection

1. Contractors who maintain or provide an enclosed shed or trailer shall provide and maintain in operating order in each shed or trailer a minimum of one fire extinguisher. More extinguishers shall be provided as necessary. Fire extinguishers shall be minimum dry chemical, nonfreezing type, UL rating 2A-30BC, with 10-pound capacity for Class A, B and C fires.

### 1.3 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 activities and demolition.
- B. Provide barricades required by governing authorities for public rights-of-way.
- C. Protect vehicular traffic, stored materials, site, and structures from damage.

### 1.4 TREE REMOVAL

- A. No tree removal will be permitted outside the designated construction work limits without permission of the Owner or Engineer.
- B. Trees which are not removed will be protected by ensuring that trees to be removed are felled so as not to injure the remaining trees.

- C. Prior to site clearing or tree trimming, the contractor and Owner shall walk the site in an effort to designate the trees to be saved and those to be trimmed back or removed. A barrier will be placed at an appropriate distance from the trunks and root systems of the trees to remain.
- D. Soil and other materials will not be stored next to or within the drip-line of trees.
- E. The contractor shall repair all injuries to bark, trunks, limbs, and roots of remaining vegetation by properly dressing, cutting, bracing, and painting using only approved tree surgery methods, tools, and materials.
- F. Selective pruning of tree limbs prior to initiation of construction should only be used within the established construction work limits where removal is required for construction activities.

#### 1.5 CONTRACTOR OFFICE AND STORAGE SHED(S)

- A. Contractor shall provide facilities to meet Contractor's needs.
- B. Provide telephone as required for Contractor's needs. At a minimum, Contractor shall maintain telephone service to the project site to facilitate communication with site supervisory personnel.
- C. Maintain a copy of the Contract Documents for the specific use of marking to reflect the construction records. Clearly indicate in red the modifications or alterations to the original documents. Attach supporting documentation as necessary. The Contractor shall continually update these documents.
- D. Provide storage areas and sheds of size to meet storage requirements for products of individual sections, allowing for access and orderly provision for maintenance and for observation of products to meet requirements of Section 01600 – Materials and Equipment.

#### 1.6 ENGINEER'S FIELD OFFICE

- A. None Required.

#### 1.7 PROTECTION OF INSTALLED WORK

- 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. Prohibit traffic or storage upon waterproofed or roofed surfaces. If traffic or activity is necessary, obtain recommendations for protection from waterproofing or roofing

material manufacturer.

- D. Prohibit traffic from landscaped areas.

## 1.8 SUPPORT FACILITIES

- A. Contractor shall provide whatever facilities and services which may be needed to properly support primary construction processes and meet compliance requirements and governing regulations.
- B. Contractor shall not use permanent facilities except as otherwise indicated, unless authorized by Owner.

## 1.9 REMOVAL OF UTILITIES, FACILITIES, AND CONTROLS

- A. Remove temporary utilities, equipment, facilities, and materials just prior to final completion inspection.
- B. Clean and repair damage caused by installation or use of temporary facilities.
- C. Restore existing facilities used during construction to specified, or to original or better condition.

## PART 2 - PRODUCTS

Not Applicable.

## PART 3 - EXECUTION

### 3.1 DUST CONTROL

- A. Contractor shall execute the Work by methods to minimize raising dust from construction operations.
- B. Contractor shall provide positive means to prevent airborne dust from dispersing into atmosphere.

### 3.2 WATER, EROSION AND SEDIMENT CONTROL

- A. Contractor shall grade site to drain and shall maintain excavations free of water. Provide, operate and maintain pumping equipment.
- B. Contractor shall protect site from puddling or running water.
- C. Contractor shall provide erosion control measures as necessary to control discharge of sediment laden water to surface waters and wetlands.

- D. Except as provided in the Contract Documents, overland discharge of water from dewatering operations shall not be allowed. Depending on water quality, such water shall either be piped directly to the surface water or shall be directed to sedimentation basins or other such structures or features prior to discharge to surface waters so as not to cause damage to existing ground and improvements, erosion, or deposition in the discharge area.
- E. Contractor shall use jute or synthetic netting, silt fences, straw bales, dikes, channels and other applicable measures to prevent erosion of soils disturbed by its construction operation.
- F. Restoration of the site shall proceed concurrently with the construction operation. See Drawings and Specifications for erosion control measures in addition to that which may be required above.

### 3.3 NOISE CONTROL

- A. Provide methods, means and facilities to minimize noise produced by construction operations.

### 3.4 TRAFFIC CONTROL

- A. Contractor shall be responsible for providing all signs, barricades, flagmen and other traffic control devices in the construction zone.
- B. All traffic control measures shall meet the requirements of the Ohio Manual of Uniform Traffic Control Devices.
- C. Do not close or obstruct roadways without approval of the Owner.
- D. Maintain two-way traffic on streets at all times unless the Owner and the governing agency authorize one-way traffic for given areas and during specific operations.
- E. Conduct construction operations with minimum interference to roadways.

### 3.5 SITE SECURITY

- A. Contractor shall have the sole responsibility of safeguarding the Site perimeter to prevent unauthorized entry to the Site throughout the duration of the Project. Contractor shall at all times provide such permanent and temporary fencing or barricades or other measures as may be necessary to restrict unauthorized entry to its construction area including construction in public right-of-way or easements. Site security measures shall include safeguards against attractive nuisance hazards as a result of construction activity.
- B. Contractor shall at all times be responsible for the security of the Work including materials and equipment. Owner will not take any responsibility for missing or

damaged equipment, tools, or personal belongings. Contractor shall have the sole responsibility of safeguarding the Work and the Site throughout the duration of the Project.

### 3.6 SITE CLEANUP

- A. Contractor shall cleanup the Site and remove all rubbish on a weekly basis unless a more frequent interval is warranted by the volume or type of rubbish present.
- B. Contractor shall cleanup public streets and highways and remove any dirt, mud, or other materials due to project traffic on a daily basis and shall comply with all local and state ordinances and permit regulations.

### 3.7 CONTINUOUS TREATMENT PROVISIONS

- A. The Contractor shall 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 bypassing of treatment operations.
- B. Continuous treatment must be provided at the same level during construction as existed prior to construction.
- C. 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.
- D. The Contractor shall comply with all laws, ordinances, rules, orders, and regulations relating to the performance of the work required to complete their Contract.

END OF SECTION 015000

## SECTION 016000 - MATERIAL AND EQUIPMENT

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Work Included: Contractor shall be responsible for the delivery, handling, storage and protection of all material and equipment required to complete the Work as specified herein.
- B. Related Sections and Divisions: Specific requirements for the handling and storage of material and equipment are described in other sections of these Specifications.

#### 1.2 RELATED SECTIONS

- A. Bid Documents - Instructions to Bidders: Product options and substitution procedures.
- B. Section 013300 - Submittals

#### 1.3 PRODUCTS

- A. Products: Means new material, machinery, components, equipment, fixtures, and systems forming the Work. Does not include machinery and equipment used for preparation, fabrication, conveying and erection of the Work. Products may also include existing materials or components required for reuse.
- B. Provide interchangeable components of the same manufacturer, for similar components.
- C. When any construction deviations from the Drawings and/or Specifications necessary to accommodate equipment supplied by Contractor result in additional costs to the Contractor or other contractors, such additional costs shall be borne by the Contractor. Contractor shall also pay any additional costs necessary for revisions of Drawings and/or Specifications by the Engineer.
- D. Each major component of equipment shall bear a nameplate giving the name and address of the manufacturer and the catalog number or designation.

#### 1.4 TRANSPORTATION AND HANDLING

- A. Materials, products and equipment shall be properly containerized, packaged, boxed and protected to prevent damage during transportation and handling.
- B. Contractor shall not overload any portion of the structure in the transporting or storage of materials.
- C. Contractor shall not damage other construction by careless transportation, handling, spillage, staining or impact of materials.

- D. Contractor shall provide equipment and personnel to handle products, including those provided by Owner, by methods to prevent soiling and damage.
- E. Contractor shall provide additional protection during handling to prevent marring and otherwise damaging products, packaging and surrounding surfaces.
- F. Contractor shall handle products by methods to avoid bending or overstressing. Lift large and heavy components only at designated lift points.

#### 1.5 DELIVERY AND RECEIVING

- A. Contractor shall arrange deliveries of products in accordance with the Progress Schedule, allowing time for observation prior to installation.
- B. Contractor shall coordinate deliveries to avoid conflict with the Work and conditions of the Site; limitations on storage space; and availability of personnel and handling equipment.
- C. Contractor shall deliver products in undamaged, dry condition, in original unopened containers or packaging with identifying labels intact and legible.
- D. Contractor shall clearly mark partial deliveries of component parts of equipment to identify equipment and contents to permit easy accumulation of parts and to facilitate assembly.
- E. Immediately upon delivery, Contractor shall inspect shipment to assure:
  - 1. Product complies with requirements of Contract Documents and reviewed submittals.
  - 2. Quantities are correct.
  - 3. Accessories and installation hardware are correct.
  - 4. Containers and packages are intact and labels legible.
  - 5. Products are protected and undamaged.

#### 1.6 STORAGE AND PROTECTION

- A. Contractor shall store products, immediately on delivery, in accordance with manufacturer's instructions, with seals and labels intact and legible.
- B. Equipment Manufacturer shall coordinate with Contractor to clarify storage requirements for equipment to be delivered to the site. Coordination shall be completed in advance of the projected delivery date to assure adequate facilities will be available for protection of the equipment.
- C. In enclosed storage, Contractor shall:
  - 1. Provide suitable temporary weather tight storage facilities as may be required for materials that will be damaged by storage in the open.

2. Maintain temperature and humidity within ranges stated in the manufacturer's instructions.
3. Provide ventilation for sensitive products as required by manufacturer's instructions.
4. Store unpacked and loose products on shelves, in bins or in neat groups of like items.
5. Store solid materials such as insulation, tile, mechanical and electrical equipment, fittings, and fixtures under shelter, in original packages, away from dampness and other hazards.
6. Store liquid materials away from fire or intense heat and protect from freezing.

D. At exterior storage, Contractor shall:

1. Store unit materials such as concrete block, brick, steel, pipe, conduit, door frames and lumber off ground, out of reach of dirt, water, mud and splashing.
2. Store tools or equipment that carry dirt outside.
3. Store large equipment so as to not damage the Work or present a fire hazard.
4. Cover products subject to discoloration or detention from exposure to the elements, with impervious sheet material and provide ventilation to avoid condensation.
5. Completely cover and protect equipment or material that is prime coated or finish painted with secured plastic or cloth tarps. Store out of reach of dirt, water, mud and splashing.
6. Store loose granular materials on clean, solid surfaces such as pavement, or on rigid sheet materials, to prevent mixing with foreign matter.
7. Provide surface drainage to prevent erosion and ponding of water.
8. Prevent mixing of refuse or chemically injurious materials or liquids.
9. Cover aggregates such as sand and gravel in cold wet weather.
10. Remove all traces of piled bulk materials at completion of work and return site to original or indicated condition.

## 1.7 MAINTENANCE OF STORAGE

- A. Contractor shall periodically inspect stored products on a scheduled basis.
- B. Contractor shall verify that storage facilities comply with manufacturer's product storage requirements, and verify that the manufacturer's required environmental conditions are maintained continually.
- C. Contractor shall verify that surfaces of products exposed to the elements are not adversely affected and that any weathering of finishes is acceptable under requirements of the Contract Documents.
- D. Contractor shall perform scheduled maintenance of equipment in storage as recommended by the manufacturer. A record of the maintenance shall be kept and turned over to the Engineer when the equipment is installed.

## 1.8 INSTALLATION REQUIREMENTS

- A. Manufactured articles, materials, and equipment shall be applied, installed, connected, erected, used, cleaned, and conditioned as directed by the respective manufacturers, unless otherwise noted.
- B. After installation, Contractor shall protect all materials and equipment against weather, dust, moisture, and mechanical damage.
- C. Contractor shall be responsible for all damages that occur in connection with the care and protection of materials and equipment until completion and final acceptance of the Work by the Owner. Damaged material and equipment shall be immediately removed from the Site.

#### 1.9 PRODUCT OPTIONS

- A. Products Specified by Reference Standards or by Description Only: Any product meeting those standards or description.
- B. Products Specified by Naming One or More Manufacturers: Products of manufacturers named and meeting specifications, no options or substitutions allowed.
- C. Products Specified by Naming One or More Manufacturers with a Provision for Substitutions: Submit a request for substitution for any manufacturer not named.

#### 1.10 SUBSTITUTIONS AFTER NOTICE TO PROCEED

- A. Engineer will consider requests for Substitutions only within 45 days after date of Notice to Proceed.
- B. Substitutions may be considered when a product becomes unavailable through no fault of the Contractor.
- C. Document each request with complete data substantiating compliance of proposed Substitution with Contract Documents.
- D. A request constitutes a representation that the Contractor:
  - 1. Has investigated proposed product and determined that it meets or exceeds the quality level of the specified product.
  - 2. Will provide the same warranty for the Substitution as for the specified product.
  - 3. Will coordinate installation and make changes to other Work which may be required for the Work to be complete with no additional cost to Owner.
  - 4. Waives claims for additional costs or time extension which may subsequently become apparent.
  - 5. Will reimburse Owner for review or redesign services associated with re-approval by authorities.
  - 6. Substitutions will not be considered when they are indicated or implied on shop drawing or product data submittals, without separate written request, or when acceptance will require revision to the Contract Documents.

1.11 SUBSTITUTION SUBMITTAL PROCEDURE

- A. Submit in accordance with Section 013300 - Submittals.
- B. The Engineer will notify Contractor, in writing, of decision to accept or reject request.

PART 2 - PRODUCTS

Not Applicable.

PART 3 - EXECUTION

Not Applicable.

END OF SECTION 016000

## SECTION 017800 - CONTRACT CLOSEOUT

### PART 1 - GENERAL

#### 1.1 SECTION INCLUDES

- A. Closeout procedures.
- B. Final cleaning.
- C. Adjusting.
- D. Operation and maintenance data.
- E. Warranties.
- F. Spare parts and maintenance materials.

#### 1.2 CLOSEOUT PROCEDURES

- A. Submit written certification that Contract Documents have been reviewed, Work has been inspected, and that Work is complete in accordance with Contract Documents and ready for Owner's inspection.
- B. Provide submittals to Owner that are required by governing or other authorities.
- C. Submit final Application for Payment identifying total adjusted Contract Sum, previous payments, and sum remaining due.

#### 1.3 FINAL CLEANING

- A. It is the Contractor's responsibility to completely clean up the construction site at the completion of the Work.

#### 1.4 ADJUSTING

- A. Contractor shall adjust operating products and equipment to ensure smooth and unhindered operation.

#### 1.5 OPERATION AND MAINTENANCE DATA

- A. Provide per Section 017823.

#### 1.6 WARRANTIES

- A. Contractor shall provide warranties beyond one-year warranty as required by technical sections and as follows:
  - 1. Provide duplicate notarized copies of equipment warranty.
  - 2. Execute and assemble transferable warranty documents from Subcontractors, suppliers, and manufacturers.

- B. Include in the Operation and Maintenance Manual.
- C. Submit prior to request for Substantial Completion.
- D. For items of Work delayed beyond date of Substantial Completion, provide updated submittal within ten days after acceptance, listing date of acceptance as start of warranty period.

1.7 SPARE PARTS AND MAINTENANCE MATERIALS

- A. Contractor shall provide spare parts and maintenance materials as outlined in the specification sections related to the equipment supplied.
- B. Include in the Operation and Maintenance Manual.
- C. Submit prior to final Application for Payment.

PART 2 - PRODUCTS

Not Applicable.

PART 3 - EXECUTION

Not Applicable.

END OF SECTION 017800

## SECTION 017823 - OPERATION AND MAINTENANCE DATA

### PART 1 - GENERAL

#### 1.1 SECTION INCLUDES

- A. Format and content of manuals.
- B. Schedule of submittals.

#### 1.2 RELATED SECTIONS

- A. Section 013300 - Submittals: Submittals procedures; Shop drawings, product data, and samples.
- B. Section 016000 - Material and Equipment: Systems demonstration.
- C. Section 017800 - Contract Closeout: Contract Closeout Procedures; Project Record Documents.
- D. Individual Specifications Sections: Specific requirements for operation and maintenance data.

#### 1.3 QUALITY ASSURANCE

- A. Prepare instructions and data by personnel experienced in maintenance and operation of described products.

#### 1.4 FORMAT

- A. Prepare data in the form of an instructional manual.
- B. Binders: Commercial quality, 8-1/2 x 11 inch three-ring binders with hardback, cleanable, plastic covers. When multiple binders are used, correlate data into related consistent groupings.
- C. Cover: Identify each binder with typed or printed title OPERATION AND MAINTENANCE INSTRUCTIONS; list title of Project; identify subject matter of contents.
- D. Arrange content by systems under section numbers and sequence of Table of Contents of this Project Manual.
- E. Provide tabbed fly leaf for each separate product and system, with typed description of product and major component parts of equipment.
- F. Text: Manufacturer's printed data, or typewritten data on 24-pound paper.

- G. Drawings: Provide with reinforced punched binder tab. Bind in with text; fold larger drawings to size of text pages.

#### 1.5 CONTENTS, EACH VOLUME

- A. Table of Contents: Provide title of Project; names, addresses, and telephone numbers of Architect/Engineer, subconsultants, and Contractor with name of responsible parties; schedule of products and systems, indexed to content of the volume.
- B. For Each Product or System: List names, addresses and telephone numbers of Subcontractors and suppliers, including local source of supplies and replacement parts.
- C. Product Data: Mark each sheet to clearly identify specific products and component parts, and data applicable to installation. Delete inapplicable information.
- D. Drawings: Supplement product data to illustrate relations of component parts of equipment and systems, to show control and flow diagrams.
- E. Type Text: As required to supplement product data. Provide logical sequence of instructions for each procedure, incorporating manufacturer's instructions.
- F. Warranties and Bonds: Bind in copy of each.

#### 1.6 MANUAL FOR MATERIALS AND FINISHES

- A. Building Products, Applied Materials, and Finishes: Include product data, with catalog number, size, composition, and color and texture designations. Provide information for re-ordering custom manufactured products.
- B. 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.
- C. Moisture Protection and Weather Exposed Products: Include product data listing applicable reference standards, chemical composition, and details of installation. Provide recommendations for inspections, maintenance, and repair.
- D. Additional Requirements: As specified in individual product specification Sections.

#### 1.7 SUBMITTALS

- A. Submit one copy of preliminary draft or proposed format and outline of content before start of Work. Engineer will review draft and return 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 in final form 15 days prior to final inspection. Copy will be returned after final inspection, with Engineer comments. Revise content of documents as required prior to final submittal.
- D. After approval of draft by Engineer, Contractor shall submit three copies to Owner.

PART 2 - PRODUCTS

Not Applicable.

PART 3 - EXECUTION

Not Applicable.

END OF SECTION 017823

## 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 completing 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.

### PART 2 - PRODUCTS

Not Applicable.

### PART 3 - EXECUTION

Not Applicable.

END OF SECTION 017839

## SECTION 024119 - SELECTIVE DEMOLITION

### PART 1 - GENERAL

#### 1.1 SUMMARY

##### A. Section Includes:

1. Demolition and removal of selected portions of building or structure.
2. Demolition and removal of selected site elements.
3. Salvage of existing items to be reused or recycled.

#### 1.2 MATERIALS OWNERSHIP

- A. Unless otherwise indicated, demolition waste becomes property of Contractor.

#### 1.3 PREINSTALLATION MEETINGS

- A. Predemolition Conference: Conduct conference at Project site.

#### 1.4 INFORMATIONAL SUBMITTALS

- A. Proposed Protection Measures: Submit report, including Drawings, that indicates the measures proposed for protecting individuals and property, for environmental protection, for dust control and, for noise control. Indicate proposed locations and construction of barriers.
- B. Schedule of selective demolition activities with starting and ending dates for each activity.
- C. Predemolition photographs or video.

#### 1.5 CLOSEOUT SUBMITTALS

- A. Inventory of items that have been removed and salvaged.

#### 1.6 FIELD CONDITIONS

- A. Conditions existing at time of inspection for bidding purpose will be maintained by Owner as far as practical.
- B. Notify Engineer of discrepancies between existing conditions and Drawings before proceeding with selective demolition.
- C. Storage or sale of removed items or materials on-site is not permitted.
- D. Utility Service: Maintain existing utilities indicated to remain in service and protect them against damage during selective demolition operations.

1. Maintain fire-protection facilities in service during selective demolition operations.
- E. Arrange selective demolition schedule so as not to interfere with Owner's operations.

## PART 2 - PRODUCTS

### 2.1 PERFORMANCE REQUIREMENTS

- A. Regulatory Requirements: Comply with governing EPA notification regulations before beginning selective demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.
- B. Standards: Comply with ANSI/ASSP A10.6 and NFPA 241.
- C. Sustainable Design Requirements for Building Reuse:
  1. Maintain existing building structure (including structural floor and roof decking) and envelope (exterior skin and framing, excluding window assemblies and nonstructural roofing material) not indicated to be demolished; do not demolish such existing construction beyond indicated limits.
  2. Maintain existing interior nonstructural elements (interior walls, doors, floor coverings, and ceiling systems) not indicated to be demolished; do not demolish such existing construction beyond indicated limits.
  3. Maintain existing nonshell, nonstructural components (walls, flooring, and ceilings) not indicated to be demolished; do not demolish such existing construction beyond indicated limits.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Verify that utilities have been disconnected and capped before starting selective demolition operations.
- B. Inventory and record the condition of items to be removed and salvaged.

### 3.2 UTILITY SERVICES AND MECHANICAL/ELECTRICAL SYSTEMS

- A. Existing Services/Systems to Remain: Maintain services/systems indicated to remain and protect them against damage.
- B. Existing Services/Systems to Be Removed, Relocated, or Abandoned: Locate, identify, disconnect, and seal or cap off utility services and mechanical/electrical systems serving areas to be selectively demolished.
  1. Owner will arrange to shut off indicated services/systems when requested by Contractor.

2. If services/systems are required to be removed, relocated, or abandoned, provide temporary services/systems that bypass area of selective demolition and that maintain continuity of services/systems to other parts of building.
3. Disconnect, demolish, and remove fire-suppression systems, plumbing, and HVAC systems, equipment, and components indicated on Drawings to be removed.
  - a. Piping to Be Removed: Remove portion of piping indicated to be removed and cap or plug remaining piping with same or compatible piping material.
  - b. Piping to Be Abandoned in Place: Drain piping and cap or plug piping with same or compatible piping material and leave in place.
  - c. Equipment to Be Removed: Disconnect and cap services and remove equipment.
  - d. Ducts to Be Removed: Remove portion of ducts indicated to be removed and plug remaining ducts with same or compatible ductwork material.

### 3.3 PROTECTION

- A. Temporary Protection: Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.
- B. Remove temporary barricades and protections where hazards no longer exist.

### 3.4 SELECTIVE DEMOLITION

- A. General: Demolish and remove existing construction only to the extent required by new construction and as indicated. Use methods required to complete the Work within limitations of governing regulations and as follows:
  1. Neatly cut openings and holes plumb, square, and true to dimensions required. Use cutting methods least likely to damage construction to remain or adjoining construction. Use hand tools or small power tools designed for sawing or grinding, not hammering and chopping. Temporarily cover openings to remain.
  2. Cut or drill from the exposed or finished side into concealed surfaces to avoid marring existing finished surfaces.
  3. Do not use cutting torches until work area is cleared of flammable materials. At concealed spaces, such as duct and pipe interiors, verify condition and contents of hidden space before starting flame-cutting operations. Maintain portable fire-suppression devices during flame-cutting operations.
  4. Maintain fire watch during and for at least 4 hours after flame-cutting operations.
  5. Locate selective demolition equipment and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing.
  6. Dispose of demolished items and materials promptly.
- B. Removed and Salvaged Items:
  1. Clean salvaged items.
  2. Pack or crate items after cleaning. Identify contents of containers.
  3. Protect items from damage during transport and storage.

### 3.5 CLEANING

- A. Remove demolition waste materials from Project site and dispose of them in an EPA-approved construction and demolition waste landfill acceptable to authorities having jurisdiction.
  - 1. Do not allow demolished materials to accumulate on-site.
  - 2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
  - 3. Remove debris from elevated portions of building by chute, hoist, or other device that will convey debris to grade level in a controlled descent.
  - 4. Comply with requirements specified in Section 017419 "Construction Waste Management and Disposal."
- B. Burning: Do not burn demolished materials.
- C. Clean adjacent structures and improvements of dust, dirt, and debris caused by selective demolition operations. Return adjacent areas to condition existing before selective demolition operations began.

END OF SECTION 024119

## SECTION 033000 – CAST-IN-PLACE CONCRETE

### PART 1 - GENERAL

#### 1.1 WORK INCLUDED

- A. Furnishing, forming, placing, finishing, curing and other related work of cast-in-place concrete for water line thrust blocking and other structures as required.

#### 1.2 REFERENCES

- A. ACI 305 - Hot Weather Concreting.
- B. ACI 306 - Cold Weather Concreting.
- C. ACI 308 - Standard Practice for Curing Concrete.
- D. ACI 347 - Recommended Practice for Concrete Formwork.
- E. ASTM C33 - Concrete Aggregates.
- F. ASTM C94 - Ready-Mixed Concrete.
- G. ASTM C150 - Portland Cement.
- H. ASTM C260 - Air-Entraining Admixtures for Concrete.
- I. ASTM C494 - Chemical Admixtures for Concrete.
- J. ASTM C618 - Fly ash and raw or calcinated natural pozzolan for use as a mineral admixture in Portland cement concrete.

#### 1.3 QUALITY ASSURANCE

- A. Perform work in accordance with ACI 301 and 318.
- B. Obtain materials from same source throughout the Work.
- C. Conform to ACI 305 when concreting during hot weather.
- D. Conform to ACI 306 when concreting during cold weather.

#### 1.4 PROJECT RECORD DOCUMENTS

- A. Submit under Provisions of Section 017839.
- B. Accurately record actual locations of all embedded utilities and components which are concealed from view.

## 1.5 SUBMITTALS

- A. Submit under provisions of Section 013323.
- B. Submit product data for specified products including all proposed admixtures.
- C. Submit proposed mix design and 28-day test results for each class of concrete for review prior to commencement of work.

## PART 2 - PRODUCTS

### 2.1 CONCRETE MATERIALS

- A. Cement: ASTM C150, Type I, Type II, Type III, Type IV, Type V, Portland type; or ASTM C595, Type IP, Portland Pozzolan Cement shall not exceed 25 percent by weight. Different cements shall not be used interchangeably in the same element or portion of work. No industrial slag will be allowed to be used in any concrete mix design.
- B. Fine Aggregate: ASTM C33.
- C. Coarse Aggregate: ASTM C33, Size 57.
- D. Water: ASTM C94, Clean and not detrimental to concrete.

### 2.2 ADMIXTURES

- A. Air Entrainment: ASTM C260.
- B. Chemical Admixtures, where approved by the Engineer, shall conform to ASTM C494.
- C. No Calcium Chloride shall be added to the mix.

### 2.3 ACCESSORIES

- A. Bonding Agent: Two component modified epoxy resin as manufactured by Thermal Chem, Sika Corp., Sonneborn or equal.
- B. Joint Filler: Closed cell polyvinyl chloride foam resiliency recovery of 95% if not compressed more than 50% of original thickness.
- C. Sealant: Cold applied two-part liquid neoprene.

### 2.4 CONCRETE MIX

- A. Mix concrete in accordance with ASTM C94.
- B. All concrete, unless otherwise specified, shall have the following characteristics:
  - 1. Minimum Compressive Strength at 28 days

- a. Unexposed foundation work: 4000 PSI
    - b. All exposed concrete work (including floors, walls, columns, walks): 4000 PSI
  - 2. Maximum Water Cement Ratio: 0.45
  - 3. Minimum Cement Content
    - a. 4000 PSI mix: 564 LB/CY (6 sacks)
  - 4. Slump – Minimum: 2"
  - 5. Maximum: 4"
  - 6. Air Entrainment:  $6 \pm 1$  percent (all concrete exposed to weather)
- C. All concrete designated as “Fill Concrete” shall have the following characteristics:
- 1. Minimum Compressive Strength at 28 days: 3000 PSI
  - 2. Minimum Cement Content: 376 lb (4 sacks) per cubic yard
  - 3. Slump – Minimum: 1"
  - 4. Maximum: 6"
- D. Add an air entraining agent to the mix for concrete exposed to the exterior or subject to freeze-thaw cycling.
- E. Use set retarding admixtures during hot weather only when approved by Engineer. Use set accelerating admixtures during cold weather only when approved by Engineer. Only non-chloride accelerators will be considered.
- F. No admixture shall be used unless approved in writing by the Engineer.
- G. Water shall not be added to the mix at the job site without specific approval by the Engineer
- H. Slump tests shall be taken prior to the addition of any approved water reducing or plasticizing agents.

## 2.5 FORMS

- A. Conform to ACI 301.
- B. Forms for exposed surfaces shall produce a smooth surface unless noted otherwise on the drawings.

## PART 3 - EXECUTION

### 3.1 CONCRETE FORMWORK

- A. Construct and erect concrete formwork in accordance with ACI 301 and ACI 347.
- B. Verify anchors, seats, plates, reinforcement, and other items to be cast into concrete are accurately placed, held securely, and will not cause hardship in placing concrete.
- C. Minimize form joints. Symmetrically align joints and make watertight to prevent leakage of mortar.

- D. Arrange and assemble formwork to permit stripping so that concrete is not damaged during its removal.
- E. Arrange forms to allow stripping without removal of principal shores, where required to remain in place.
- F. Provide bracing to ensure stability of formwork. Strengthen formwork liable to be overstressed by construction loads.
- G. Camber slabs and beams to achieve ACI 301 tolerances.
- H. Provide temporary ports in formwork to facilitate cleaning and inspection. Locate openings at bottom of forms to allow flushing water to drain. Close ports with tight fitting panels, flush with inside face of forms, neatly fitted so that joints will not be apparent in exposed concrete surfaces.
- I. Construct formwork to maintain tolerances in accordance with ACI 301.
- J. Apply form release agent on formwork in accordance with manufacturer's instructions. Apply prior to placing reinforcing steel, anchoring devices and embedded items.
- K. Do not apply form release agent where concrete surfaces are scheduled to receive special finishes or applied coverings, which may be affected by agent. Soak contact surfaces of untreated forms with clean water. Keep surfaces wet prior to placing concrete.

### 3.2 FORM REMOVAL

- A. Do not remove forms and shoring until concrete has sufficient strength to support its own weight and construction and design loads which may be imposed upon it.
- B. Reshore structural members due to design requirements or construction conditions to permit successive construction.
- C. Do not damage concrete surfaces during form removal.

### 3.3 JOINTS

- A. Provide keyways in all construction joints. The width of the keyway shall be 1/3 of the wall or slab thickness (3 ½ inch minimum) by 1½ inch deep, unless otherwise shown on the drawings.
- B. Provide control joints in sidewalks spaced approximately 5 feet on center and expansion joints at approximately 20 feet on center. Expansion joints shall also occur adjacent to all construction items in place when walks are poured.
- C. Control joints may be saw cut using a 3/16 inch thick blade, cutting 1/3 into the depth of the slab thickness. Saw cut control joints shall be made no sooner than 4 hours and no later than 24 hours after finishing is completed.

### 3.4 PREPARATION

- A. Verify anchors, seats, plates, reinforcement and other items to be cast into concrete are accurately placed, held securely and will not cause hardship in placing concrete.
- B. Prepare previously placed concrete by cleaning with a steel brush and removing all foreign matter and laitance.
  - 1. Saturate surface with water
  - 2. Immediately before placing new concrete, place a bed of mortar over the entire surface.
- C. Where called for on the drawings, apply a bonding agent in accordance with the manufacturer's instructions.
- D. At locations where new concrete is dowelled to existing work, drill holes in existing concrete, insert steel dowels and pack solid with non-shrink grout.

### 3.5 PLACING CONCRETE

- A. Notify Engineer minimum 24 hours prior to commencement of concreting operations.
- B. Place concrete in accordance with ACI 301.
- C. Hot Weather Placement: ACI 301 and ACI 305.
- D. Cold Weather Placement: ACI 301 and ACI 306.
- E. Ensure reinforcement, inserts, embedded parts and formed joints are not disturbed during concrete placement.
- F. The method of placing the concrete shall be such to insure against separation of materials.
- G. Place concrete continuously between predetermined construction and control joints in layers not exceeding 18 inches in depth. Do not break or interrupt successive pours such that cold joints occur.
- H. Placement of concrete shall be completed within one hour after the introduction of mixing water.
- I. All concrete shall be consolidated by vibrating. A spare vibrator shall be kept on the job during all concrete placing operations.
- J. Sidewalks shall be four (4) inches thick minimum and placed on four (4) inches of compacted sand fill unless noted otherwise on the drawings.

### 3.6 FINISHING

- A. Walkway finishes
  - 1. Finishes shall be as follows:

- a. Sidewalks, curbs, and ramps shall have a broom finish. The broom finish of the sidewalks shall be transverse to the walk.
- b. Edges of sidewalks and edges at control and expansion joints shall be neatly finished using a 3/8 inch radius tool.

### 3.7 CURING

- A. Concrete curing shall be in accordance with ACI 301 and ACI 308.
- B. Beginning immediately after placement, concrete shall be protected from premature drying, excessive hot or cold temperatures and mechanical injury.
- C. For concrete surfaces not in contact with forms, one of the following procedures shall be applied immediately after completion of placement and finishing.
  1. Ponding
  2. Application of absorptive mats or fabric kept continuously wet.
  3. Application of waterproof sheet materials conforming to ASTM C171.
    - a. Seal all edges and joints.
  4. Application of liquid membrane-forming curing compound conforming to ASTM C309.
    - a. Curing compound shall not be used on surfaces to which additional concrete or other material (hardeners, weatherproofing, paint, adhered floor coverings, etc.) is to be bonded.
- D. For concrete surfaces in contact with forms the following procedures shall be followed:
  1. Moisture loss from surfaces placed against forms exposed to the sun shall be minimized by keeping the forms wet.
  2. After the concrete has hardened and while the forms are still in place, form ties shall be loosened and water applied to run down the inside of the form to keep the concrete wet.
  3. Immediately following form removal, surfaces shall be kept wet by a water spray or water saturated fabric. Liquid membrane-forming curing compound conforming to ASTM C309 may be used with the previous restrictions still applying.
  4. Curing procedures shall be continued for at least 7 days. One procedure may be replaced by another any time after the concrete is one day old.

### 3.8 CONCRETE INSPECTING AND TESTING

- A. Contractor shall be responsible for costs for inspecting and testing of concrete.
- B. Portland cement:
  1. Secure from the cement manufacturer Certificates of Compliance delivered directly to the concrete producer for further delivery directly to the testing laboratory.
  2. Require the Certificates of Compliance to positively identify the cement as to production lot, bin or silo number, dating and routing of shipment, and compliance with the specified standards.
  3. If so required by the Owner, promptly provide such other specific physical and chemical data as requested.

- C. Aggregate:
1. Provide one test unless character of material changes, material is substituted, or additional test is requested by the Owner or Engineer.
  2. Sample from conveyer belts or batching gates at the ready-mix plant:
    - a. Sieve analysis to determine compliance with specified standards and grading.
    - b. Specify gravity test for compliance with specified standards.
  3. Laboratory design mix:
    - a. After approval of aggregate, and whenever character or source of material is changed, provide mix design in accordance with ACI 613.
    - b. Provide designs for all mixes prepared by a licensed Civil Engineer.
  4. Molded concrete cylinders:
    - a. Provide three test cylinders for each 100 cubic yard, or fraction thereof, of each class of concrete of each day's placement. Cylinders shall be poured under the observation of the Owner or Engineer.
    - b. Test one cylinder at seven (7) days, one at twenty-eight (28) days, and one when so directed.
    - c. Report the mix, slump, gage and location of concrete in the structure and test results.
    - d. Take specimens and make tests in accordance with the applicable ASTM standard specifications.
  5. Core tests:
    - a. Provide only when specifically so directed by the Owner because of low cylinder test results.
    - b. Cut from locations directed by the Owner, securing in accordance with ASTM C42, and prepare and test in accordance with ASTM C39.
  6. Placement inspections:
    - a. Throughout progress of concrete placement, make slump tests to verify conformance with specified slump.
    - b. Using all required personnel and equipment throughout progress of concrete placement, verify that finished concrete surfaces will have the level or slope that is required by the Contract Documents.

### 3.9 CONCRETE REINFORCEMENT INSPECTING AND TESTING

- A. Prior to use, test all reinforcement steel bars for compliance with the specified standards.
1. Material identified by mill test reports, and certified by the testing laboratory, does not require additional testing. Require the supplier to furnish mill test reports to the testing laboratory for certification.
  2. Tag identified steel at the supplier's shop. When steel arrives at the job site without such tags, test it as unidentified steel.
- B. Unidentified steel:
1. Have testing laboratory select samples consisting of two (2) pieces of each size, each 18" long.
  2. Have the testing laboratory make one tensile test and one bend test for each 2-1/2 tons of fraction thereof of each size of unidentified steel.
  3. Provide continuous inspection for all welding of reinforcement steel.

### 3.10 DEFECTIVE CONCRETE

- A. Defective Concrete: Concrete not conforming to required lines, details, dimensions, finishes tolerances or specified strength requirements.
- B. Repair or replacement of defective concrete will be determined by the Engineer.
- C. Do not patch, fill, touch-up, repair, or replace exposed concrete except upon express direction of Engineer for each individual area.
- D. If, according to the Engineer, the defects in the concrete cannot be patched successfully or if the patch is unsatisfactory from the standpoint of appearance or structural integrity, the entire section of concrete shall be removed and replaced at the Contractor's expense.

### 3.11 PATCHING

- A. Allow Engineer to inspect concrete surfaces immediately upon removal of forms.
- B. Excessive honeycomb or embedded debris in concrete is not acceptable. Notify Engineer upon discovery.
- C. Patch imperfections in accordance with ACI 301.
- D. The area to be patched shall be cleaned and all defective concrete removed down to sound concrete. The area and an area at least 6 inches wide surrounding it shall be saturated with water.
- E. A bonding agent shall be applied prior to placing the patching mortar.
- F. The patching mortar shall be made of the same materials and proportions as used for the concrete, except the coarse aggregate shall be omitted.
- G. On all exposed concrete, sufficient white Portland cement shall be substituted for the regular cement to produce a color matching finish.

### 3.12 CONCRETE SEALANT

- A. Exposed concrete shall be sealed with an approved concrete sealant after installation.

END OF SECTION 033000

## SECTION 260500 - GENERAL REQUIREMENTS FOR ELECTRICAL WORK

### PART 1 - GENERAL

#### 1.1 GENERAL

- A. The Electrical Contractor shall be responsible to check with the equipment manufacturers of the physical size of the equipment that it will fit and that it can be moved into the indicated locations.
- B. Intent of Drawings – The Drawings are not intended to be used for construction purposes for the electrical work, but to supplement the Specifications as to the principal features of the electrical design. The intent of this section is that all equipment and electrical devices furnished and installed under this and other sections of the Specifications be properly interconnected to permit successful system operation regardless of whether all interconnections are specifically referenced in the Specifications and associated Drawings.
- C. Interpretation of Drawings
  - 1. The locations of equipment to which electrical connections are to be made are approximate as shown on the Drawings. It shall be the Electrical Contractor's responsibility to determine the exact conduit locations by reviewing shop drawings. The sizes of disconnect switches, motor starters, overload heaters, fuses or circuit breakers are approximate, and it shall be the Electrical Contractors responsibility to obtain the correct sizes based on the actual installed equipment or items. The conduit and wire sizes shown on the Drawings are the minimum sizes required and shall not be reduced.
- D. Quality Control
  - 1. The Electrical Contractor shall maintain a level of quality of materials and installation means as to assure the completed electrical, instrumentation and control system will be completed in compliance with the Specifications.
- E. Submittals
  - 1. Shop Drawings - Submit shop drawings under provision of Section 01061 for all electrical equipment and devices.
  - 2. Shop drawings shall include manufacturer's literature, specifications, schematic diagrams, field wiring interconnection diagrams and any other data necessary to indicate compliance with the Specifications
  - 3. Final "Record" Contract Drawings - Drawings and information required shall include but not be limited to the following:
    - a. Conduit runs shall be shown and identified at each end of run, include where conduit originates and the termination. Each conduit shall have a pull string attached and fastened at each end.

- b. Power Distribution Schematics - Show actual installed switching details, cable size and type, conduit size, locations and runs, fuse size and type, circuit breaker frame size, trip setting and type.
- c. Details and Diagrams
  - 1) Elementary Wiring Diagrams – Show actual motor control wiring with wire numbers, telephone system cable routing and station identification with cable numbers.
  - 2) One Line Diagrams - Show equipment names, fuse sizes and types, heater sizes, conduit and wire sizes, motor FLA and horsepower. Include wire and cable numbers or identification.
  - 3) Instrumentation and Control Diagrams - Show actual installed, wired instrumentation loop diagrams, include actual installed device Tag Nos, Model Nos, Scaling.
- d. Lighting and Device Schedule
  - 1) Show actual manufacturers and model numbers.
  - 2) Lighting panel layouts
  - 3) Actual circuit No. circuit description, breaker size and type.
- 4. Payment for the Division 16 work and materials shall not exceed 90% of the total bid price until all Operations and Maintenance data and record as built drawings have been completed and received by the Owner.

F. Location Environmental Considerations

- 1. Provide satisfactory operation and maintenance under the following conditions
- 2. Temperature:
  - a. Outside: -20° to 110°F
  - b. Inside: +40° to 120°F
- 3. Relative Humidity: 100 percent
- 4. Process Temperature:
  - a. Liquid: 32° to 105°F
  - b. Air: -32° to 200°F
- 5. Atmosphere:
  - a. As indicated on the drawings
  - b. Corrosive atmosphere, Hydrogen Sulfide
  - c. Wet Locations
    - 1) As defined in NEC ART. 100.
    - 2) Outside exposed areas, areas indoors near pumps, frequent washdown areas.
  - d. The interiors of conduits and raceways located in wet areas shall also be classified as wet areas.
  - e. Damp Locations
    - 1) As defined in NEC ART 100
    - 2) Areas under covered enclosures
  - f. Wet and Corrosive areas
    - 1) Enclosures located in areas that are wet and corrosive shall be rated for NEMA 4X Stainless Steel or as noted on the drawings.
  - g. Hazardous Areas (Classified)

- 1) Areas that are classified as hazardous are indicated on the drawings. All new equipment and installation methods shall conform to the requirements in the NEC.

#### G. Products

1. Electrical materials and equipment shall be new and shall be labeled by the Underwriters Laboratories, Inc. whenever standards have been established and the label service applies.
2. Wire and Terminal Labeling - Tag all wires, cables, and conduits at each end or termination with suitable permanent tags, printed, stamped, or engraved with the wire, cable, or conduit number. The figures on the tags shall be clear and legible.
3. Safety Signs - High voltage warning signs shall be provided and placed at all guarded locations as required by the NEC. The signs shall be permanent and conspicuous and shall be plainly visible even when doors are open or panels removed from compartments.
4. Engraved Nameplates - Identify all electrical enclosures with engraved phenolic nameplates. Engrave and mount nameplates for all switchgear, disconnect switches, and individual motor starter enclosures indicating equipment served. Nameplates shall be **white with black letters**. Minimum letter size shall be one-quarter inch.

#### H. Demolition

1. Electrical Contractor shall disconnect power from existing equipment to be removed. General Contractor to remove and dispose of actual equipment.
2. Electrical contractor shall perform the demolition of electrical equipment where indicated on the electrical contract drawings.

#### I. Electrical Installation

1. Electrical Contractor shall furnish and install, adjust, connect, and put into satisfactory operation all electrical equipment, control components, and instrumentation items as indicated on the Drawings and specified herein.

#### J. Coordination

1. Electrical Contractor shall review all Specifications and Drawings for the electrical work included under these sections and coordinate this work, investigate existing conditions in the field before submitting proposal, become acquainted with the conditions under which the work of this section of the Specifications will be performed, and accept all conditions as found.
2. Schedule and coordinate all relocations of, or modifications to, electrical instrumentation or control systems wiring, conduit equipment, or appurtenances to whatever extent is necessary and required in order to conform to structural and architectural conditions, duct work and piping interferences, etc. This shall be included under this section of the Specifications.
3. Coordinate with other trades on the project so that all trades install their work to avoid interference with each other. Arrangements made among the trades which result in deviations from Drawings and Specifications are subject to the approval of the Owner.

4. The control panels and/or equipment are to be provided by the equipment supplier, General Contractor, or Systems Integrator. These items will require power and/or interconnections from the disconnect switch to the control panel and/or field mounted devices or junction boxes for power and control. Specific details to be determined by the shop drawings.

## 1.2 REFERENCES

- A. Reference standards include those of the following agencies and organizations:
  1. American National Standards Institute (ANSI).
  2. Factory Mutual Engineering Division (FM).
  3. Illumination Engineering Society (IES).
  4. Institute of Electrical & Electronics Engineers (IEEE).
  5. Insulated Cable Engineers Association (ICEA).
  6. Instrumentation, Systems and Automation Society (ISA)
  7. Joint Industrial Council (JIC).
  8. National Electrical Code (NEC).
  9. National Electrical Manufacturers Association (NEMA).
  10. International Electrical Testing Association (NETA).
  11. National Fire Protection Association (NFPA)
  12. Occupational Safety and Health Administration (OSHA)
  13. Ohio Building Code (OBC).
  14. Underwriters' Laboratories Incorporated (UL).
- B. ANSI/NEMA 1-2000 Standard Practices for Good Workmanship in Electrical Contracting.
- C. Quality Assurance
  1. Regulatory requirements
    - a. The Contractor shall obtain and pay for all fees for permits and inspections as required.
  2. Installation Standards
    - a. NEC – installation of electrical items shall be in accordance with the NEC.
    - b. Instrumentation and control – Installation of the instrumentation, control system shall be in accordance with standards of the ISA.

## PART 2 - PRODUCTS

Not Applicable.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Inspect all devices at delivery for damage.

- B. Confirm all devices at delivery are as required according to design and shop drawings.
- C. Examine the site and structures for any obstructions which may interfere with the electrical installation as planned.

### 3.2 PREPARATION AND STORAGE

- A. Provide a dry, heated storage area for all electrical and electronic equipment and devices.
- B. Electrical and electronic equipment devices shall be stored and heated to prevent condensation from forming. Electrical and electronic equipment found with condensation in the enclosure or condensation-caused damage will not be accepted.

### 3.3 INSTALLATION

- A. The locations of equipment to which electrical connections are to be made are approximate as indicated on the Drawings.
- B. It shall be the Contractor's responsibility to check shop drawings relating to equipment requiring electrical connections and to determine the exact conduit locations.
- C. Electrical and electronic equipment installed but not energized shall continue to have a heat source to keep the enclosure free of condensation. Electrical and electronic equipment found with condensation in the enclosure or condensation-caused damage will not be accepted.
- D. Contractor shall perform all chasing, channeling, drilling, and patching necessary to complete the work. Repair any damage to the building or any equipment. Replace damaged equipment if, in the Engineer's judgment, the repair would not be satisfactory.
- E. No work shall be covered or hidden from view until it has been inspected and approved by the Owner.
- F. Any workmanship or materials not meeting the requirements of the Specifications or Drawings shall be immediately replaced by the Contractor without cost to the Owner and to the satisfaction of the Owner.
- G. All wiring shall have permanent labels at all terminations and junctions and on all field wiring terminal strips.
- H. Safety signs shall be furnished and installed on or around all electrical equipment.
- I. Permanent marking labels shall be installed on exposed sides of each piece of electrical equipment, pull boxes, junction boxes, and terminal boxes stating the maximum voltage level involved with the associated equipment.
- J. Concrete equipment pads for electrical equipment shall be furnished and placed by the Electrical Contractor.

### 3.4 PAINTING

- A. All wood panel mounting boards shall be painted.
- B. All electrical enclosures shall undergo a phosphatizing pre-painting treatment. Final paint coats shall be a polyester powder coating with ANSI 61 light gray color for enclosures mounted inside and with ANSI 24 medium gray color for enclosures mounted outside.
- C. Remove any rust and touch up any scratches on all new electrical devices or enclosures with matching touch-up paint as supplied by the manufacturer.

### 3.5 FIELD QUALITY CONTROL

- A. Major components of the Electrical System shall be tested per NETA standards. NETA's Standard Specification for Testing, Parts 1 to 5, shall govern all testing.
- B. The following tests are per NETA Acceptance Testing Specifications, Part 7, Inspection and Test Procedures. Visual and Mechanical Inspections shall be performed for all equipment.
  - 1. Cables - Low Voltage shall have the following tests: Insulation resistance, continuity.
  - 2. Circuit Breakers - Low Voltage (Molded Case) that are rated at over 100 amps shall have the following tests: Contact resistance, time-current characteristic, instantaneous pickup current, insulation resistance.
  - 3. Grounding Systems shall have the following test: Fall of potential.
  - 4. Surge Arresters shall have the following tests: 60 Hz sparkover, insulation power factor, ground continuity.
- C. After all testing has been completed to the satisfaction of the Owner, the entire Electrical (Power) System shall operate for a minimum test period of 30 days. Cumulative down time of all components furnished under Division 26 shall not exceed 1/2 hour as recorded by the Engineer during the test period. System documentation shall be delivered on the last day of the test period. Test period shall not end until system documentation has been delivered. If the cumulative downtime limit is exceeded, the Engineer shall have the following options:
  - 1. Extend the test period as required until the cumulative downtime during the preceding 30 days does not exceed 1/2 hour as recorded by the Engineer.
  - 2. Sub-systems which have no components contributing to the cumulative downtime will be approved as partial acceptance.
- D. Sub-systems which have components that contributed to the cumulative downtime shall have their test period begin again after all repairs and adjustments have been made.

### 3.6 OPERATION - MAINTENANCE AND SPARE PARTS DATA

- A. Submit specific data and information required under individual Division 26 Sections.
  - 1. Submit operation data as required.
  - 2. Submit maintenance data as required.

3. Spare Parts Data - Submit as required. Include manufacturer's list of recommended spare parts.
4. Parts and supplies judged to be necessary to keep equipment and control system operating successfully for first year of operation shall be furnished.
5. Review individual sections for required lists of spare parts to be furnished.

### 3.7 CLEANING

- A. All areas are to be cleaned of construction debris and wire. Electrical equipment is to be cleaned of all construction dirt, dust, etc.
- B. All electrical and electronic equipment shall be kept clean and free of all dust, dirt, and debris at all times.
- C. All electrical and electronic boxes and enclosures shall have the covers of these boxes and enclosures closed and sealed except when actually working in these boxes and enclosures.

END OF SECTION 260500

## SECTION 260504 - BASIC ELECTRICAL MATERIALS AND METHODS

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. This Section includes the following:
  - 1. Electrical equipment coordination and installation.
  - 2. Sleeves for raceways and cables.
  - 3. Sleeve seals.
  - 4. Common electrical installation requirements.

#### 1.3 SUBMITTALS

- A. Product Data: For each type of product indicated.

#### 1.4 QUALITY ASSURANCE

- A. Test Equipment Suitability and Calibration: Comply with NETA ATS, "Suitability of Test Equipment" and "Test Instrument Calibration."

#### 1.5 COORDINATION

- A. Coordinate arrangement, mounting, and support of electrical equipment:
  - 1. To allow maximum possible headroom unless specific mounting heights that reduce headroom are indicated.
  - 2. To provide for ease of disconnecting the equipment with minimum interference to other installations.
  - 3. To allow right of way for piping and conduit installed at required slope.
  - 4. So connecting raceways, cables, wireways, cable trays, and busways will be clear of obstructions and of the working and access space of other equipment.
- B. Coordinate installation of required supporting devices and set sleeves in cast-in-place concrete, masonry walls, and other structural components as they are constructed.
- C. Coordinate location of access panels and doors for electrical items that are behind finished surfaces or otherwise concealed.
- D. Coordinate electrical testing of electrical, mechanical, and architectural items, so equipment and systems that are functionally interdependent are tested to demonstrate successful interoperability.

## PART 2 - PRODUCTS

### 2.1 MANUFACTURERS

- A. In other Part 2 articles where titles below introduce lists, the following requirements apply to product selection:
  - 1. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, manufacturers specified.

### 2.2 SLEEVES FOR RACEWAYS AND CABLES

- A. Steel Pipe Sleeves: ASTM A 53/A 53M, Type E, Grade B, Schedule 40, galvanized steel, plain ends.
- B. Cast-Iron Pipe Sleeves: Cast or fabricated "wall pipe," equivalent to ductile-iron pressure pipe, with plain ends and integral waterstop, unless otherwise indicated.
- C. Sleeves for Rectangular Openings: Galvanized sheet steel with minimum 0.052- or 0.138-inch (1.3- or 3.5-mm) thickness as indicated and of length to suit application.
- D. Coordinate sleeve selection and application with selection and application of firestopping, where required.

### 2.3 SLEEVE SEALS

- A. Description: Modular sealing device, designed for field assembly, to fill annular space between sleeve and raceway or cable.
  - 1. Available Manufacturers:
    - a. Advance Products & Systems, Inc.
    - b. Calpico, Inc.
    - c. Metraflex Co.
    - d. Pipeline Seal and Insulator, Inc.
  - 2. Sealing Elements: EPDM or NBR interlocking links shaped to fit surface of cable or conduit. Include type and number required for material and size of raceway or cable.
  - 3. Pressure Plates: Stainless steel. Include two for each sealing element.
  - 4. Connecting Bolts and Nuts: Stainless steel of length required to secure pressure plates to sealing elements. Include one for each sealing element.

## PART 3 - EXECUTION

### 3.1 COMMON REQUIREMENTS FOR ELECTRICAL INSTALLATION

- A. Comply with NECA 1.

- B. Measure indicated mounting heights to bottom of unit for suspended items and to center of unit for wall-mounting items.
- C. Headroom Maintenance: If mounting heights or other location criteria are not indicated, arrange and install components and equipment to provide maximum possible headroom consistent with these requirements.
- D. Equipment: Install to facilitate service, maintenance, and repair or replacement of components of both electrical equipment and other nearby installations. Connect in such a way as to facilitate future disconnecting with minimum interference with other items in the vicinity.
- E. Right of Way: Give to raceways and piping systems installed at a required slope.

### 3.2 SLEEVE INSTALLATION FOR ELECTRICAL PENETRATIONS

- A. Electrical penetrations occur when raceways, cables, wireways, cable trays, or busways penetrate concrete slabs, concrete or masonry walls, or fire-rated floor and wall assemblies.
- B. Coordinate sleeve selection and application with selection and application of firestopping.
- C. Concrete Slabs and Walls: Install sleeves for penetrations unless core-drilled holes or formed openings are used. Install sleeves during erection of slabs and walls.
- D. Use pipe sleeves unless penetration arrangement requires rectangular sleeved opening.
- E. Rectangular Sleeve Minimum Metal Thickness:
  1. For sleeve cross-section rectangle perimeter less than 50 inches (1270 mm) and no side greater than 16 inches (400 mm), thickness shall be 0.052 inch (1.3 mm).
  2. For sleeve cross-section rectangle perimeter equal to, or greater than, 50 inches (1270 mm) and 1 or more sides equal to, or greater than, 16 inches (400 mm), thickness shall be 0.138 inch (3.5 mm).
- F. Fire-Rated Assemblies: Install sleeves for penetrations of fire-rated floor and wall assemblies unless openings compatible with firestop system used are fabricated during construction of floor or wall.
- G. Cut sleeves to length for mounting with a 2-inch extension beyond surfaces of walls.
- H. Extend sleeves installed in floors 2 inches (50 mm) above finished floor level.
- I. Size pipe sleeves to provide 1/4-inch (6.4-mm) annular clear space between sleeve and raceway or cable unless sleeve seal is to be installed.
- J. Seal space outside of sleeves with grout for penetrations of concrete and masonry and with approved joint compound for gypsum board assemblies.

- K. Interior Penetrations of Non-Fire-Rated Walls and Floors: Seal annular space between sleeve and raceway or cable, using joint sealant appropriate for size, depth, and location of joint.
- L. Fire-Rated-Assembly Penetrations: Maintain indicated fire rating of walls, partitions, ceilings, and floors at raceway and cable penetrations. Install sleeves and seal raceway and cable penetration sleeves with firestop materials. Comply with manufacturer's directions for application of firestopping materials.
- M. Roof-Penetration Sleeves: Seal penetration of individual raceways and cables with flexible boot-type flashing units applied in coordination with roofing work.
- N. Aboveground, Exterior-Wall Penetrations: Seal penetrations using sleeves and mechanical sleeve seals. Select sleeve size to allow for 1-inch (25-mm) annular clear space between pipe and sleeve for installing mechanical sleeve seals.
- O. Underground, Exterior-Wall Penetrations: Install cast-iron "wall pipes" for sleeves. Size sleeves to allow for 1-inch (25-mm) annular clear space between raceway or cable and sleeve for installing mechanical sleeve seals.

### 3.3 SLEEVE-SEAL INSTALLATION

- A. Install to seal underground, exterior wall penetrations.
- B. Use type and number of sealing elements recommended by manufacturer for raceway or cable material and size. Position raceway or cable in center of sleeve. Assemble mechanical sleeve seals and install in annular space between raceway or cable and sleeve. Tighten bolts against pressure plates that cause sealing elements to expand and make watertight seal.

### 3.4 FIRESTOPPING

- A. Apply firestopping to electrical penetrations of fire-rated floor and wall assemblies to restore original fire-resistance rating of assembly.

### 3.5 FIELD QUALITY CONTROL

- A. Inspect installed sleeve and sleeve-seal installations and associated firestopping for damage and faulty work.

END OF SECTION 260504

## SECTION 260519 – CONDUCTORS AND CABLES

### PART 1 - GENERAL

#### 1.1 SECTION INCLUDES

- A. Building wire and cable.
- B. Wiring connectors and connections.

#### 1.2 RELATED SECTIONS

- A. Section 260553 – Electrical Identification.

#### 1.3 REFERENCES

- A. Quality Control: Follow requirements for references and standards.
- B. NECA Standard of Installation (National Electrical Contractors Association).
- C. NETA ATS - Acceptance Testing Specifications for Electrical Power Distribution Equipment and Systems (International Electrical Testing Association).
- D. NFPA 70 - National Electrical Code.

#### 1.4 SUBMITTALS FOR REVIEW

- A. Submittals: Follow procedures for submittals.
- B. Product Data: Provide for each cable assembly type.

#### 1.5 SUBMITTALS AT PROJECT CLOSEOUT

- A. Contract Closeout Submittals – Follow as required.
- B. Project Record Documents: Record actual locations of components and circuits.

#### 1.6 QUALIFICATIONS

- A. Manufacturer: Company specializing in manufacturing products specified in this Section with minimum three years documented experience.

#### 1.7 REGULATORY REQUIREMENTS

- A. Conform to NFPA 70.

- B. Furnish products listed and classified by Underwriters Laboratories Inc., or testing firm acceptable to the authority having jurisdiction as suitable for the purpose specified and indicated.

## 1.8 PROJECT CONDITIONS

- A. Verify that field measurements are as indicated.
- B. Conductor sizes are based on copper only.
- C. Wire and cable routing indicated is approximate unless dimensioned.

## 1.9 COORDINATION

- A. Coordinate Work under provisions of Section 260500.
- B. Where wire and cable destination is indicated and routing is not shown, determine exact routing and lengths required.

## PART 2 - PRODUCTS

### 2.1 BUILDING WIRE

- A. Manufacturers:
  - 1. Okonite Company
  - 2. Alpha Wire Company
  - 3. Southwire
  - 4. Substitutions: Follow as required for Material and Equipment.
- B. Description: Multi-stranded insulated copper wire, #12 AWG minimum for feeders and branch circuits and #14 AWG minimum for control circuits.
- C. Insulation Voltage Rating: 600 volts.
- D. Insulation: NFPA 70; Type XHHW or THWN insulation for service, feeders and branch circuits and control circuits.

### 2.2 WIRING CONNECTORS

- A. Use split bolt connectors for copper conductor splices and taps, #6 AWG and larger. Tape uninsulated conductors and connectors with electrical tape to 150 percent of insulation rating of conductor.

- B. Use solderless pressure connectors with insulating covers for copper conductor splices and taps, #8 AWG and smaller. Buchanan crimp (Split cap and insulator) or Ideal crimp connector with wrap cap insulator.
- C. Use Adhesive-lined heat shrink tubing for watertight connections; T & B, 3M, or Raychem.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Verify that mechanical work likely to damage wire and cable has been completed.

### 3.2 PREPARATION

- A. Completely and thoroughly swab raceway before installing wire.

### 3.3 INSTALLATION

- A. Quality Control: Follow as required by manufacturer's instructions.
- B. Route wire and cable as required to meet Project Conditions.
- C. Install cable in accordance with the NECA "Standard of Installation."
- D. Use stranded conductors for control circuits.
- E. Use conductors not smaller than #12 AWG for power and lighting circuits.
- F. Use conductors not smaller than #14 AWG for control circuits.
- G. Use #10 AWG conductors for 20 ampere, 120 volt branch circuits longer than 75 feet (25 m).
- H. Pull all conductors into raceway at same time.
- I. Use suitable wire pulling lubricant for building wire #4 AWG and larger.
- J. Protect exposed cable from damage.
- K. Use suitable cable fittings and connectors.
- L. Neatly train and lace wiring inside boxes, equipment, and panelboards.
- M. Clean conductor surfaces before installing lugs and connectors.
- N. Make splices, taps, and terminations to carry full ampacity of conductors with no perceptible temperature rise.

- O. Use split bolt connectors for copper conductor splices and taps #6 AWG and larger. Tape uninsulated conductors and connectors with electrical tape to 150 percent of insulation rating of conductor.
- P. Use solderless pressure connectors with insulating covers for copper conductor splices and taps #8 AWG and smaller.
- Q. Use insulated spring wire connectors with plastic caps for copper conductor splices and taps #10 AWG and smaller.
- R. Identify and color code wire and cable under provisions of Section 260553. Identify each conductor with its circuit number or other designation indicated.
- S. Replace conductors damaged during installation.
- T. No splices are allowed in conduits or raceways.

#### 3.4 FIELD QUALITY CONTROL

- A. Starting of Systems: Follow requirements for field inspection, testing, and adjusting.
- B. Inspect and test in accordance with NETA ATS, except Section 4.
- C. Perform inspections and tests listed in NETA ATS, Section 7.3.1.

END OF SECTION

## SECTION 260526 – GROUNDING AND BONDING

### PART 1 - GENERAL

#### 1.1 SECTION INCLUDES

- A. Grounding electrodes and conductors.
- B. Equipment grounding conductors.
- C. Bonding.

#### 1.2 REFERENCES

- A. ANSI/NFPA 70 – National Electrical Code.

#### 1.3 GROUNDING SYSTEM DESCRIPTION

- A. The system shall consist of a series of driven ground rod electrodes interconnected with bare stranded ground conductor.
- B. All building footer and slab rebar greater than ½” shall be bonded to the ground conductor. Bond at 20 ft intervals and at each corner. IAW NEC. Connections to rebar may be made with suitable sized ground clamps.
- C. All connections shall be by exothermic welds (Cadweld or equal) installed according to the manufacturer's instructions.
- D. Tests shall be performed to determine the grounding grid resistance to ground. The test method shall be as described in NETA Standard ATS-1987, "Acceptance Testing Specification for Electrical Power Distribution Equipment and Systems." A three-point fall-of-potential test shall be used using two auxiliary electrodes for the measurement. Test reports shall be provided describing the testing procedure and results. The grid-to-ground resistance shall be no greater than 5 ohms. If necessary, additional rods shall be added to achieve the 5-ohm ground. When the Contractor has obtained satisfactory results, he shall submit test reports to the Engineer for approval. After approval, the contractor shall bond the service entrance ground grid to the service entrance enclosure ground bus. The Owner or Owner's representative shall have the opportunity to inspect all exothermic welds.
- E. All ground cables shall have a minimum of 24" of ground cover.

#### 1.4 PERFORMANCE REQUIREMENTS

- A. Grounding System Resistance: 5 ohms maximum.

## 1.5 SUBMITTALS

- A. Product Data: Provide for grounding electrodes and connections.
- B. Test Reports: Indicate overall resistance to ground (and resistance of each electrode).
- C. Manufacturer's Instructions: Include instructions for storage, handling, protection, examination, preparation and installation of exothermic connectors.

## 1.6 PROJECT RECORD DOCUMENTS

- A. Submit under provisions of Section 260500.
- B. Accurately record actual locations of grounding electrodes.

## 1.7 REGULATORY REQUIREMENTS

- A. Conform to requirements of NFPA 70.
- B. Furnish products listed and classified by Underwriters Laboratories, Inc.

## PART 2 - PRODUCTS

### 2.1 ROD ELECTRODE

- A. Manufacturers:
  - 1. ITT Blackburn Co.
  - 2. Copperweld, Bimetallic.
  - 3. American Electric - Blackburn.
- B. Material: Copper-clad steel.
- C. Diameter: 3/4 inch.
- D. Length: 10 feet.

### 2.2 MECHANICAL CONNECTORS

- A. Manufacturers:
  - 1. Burndy Corp.
  - 2. O-Z/Gedney.
- B. Material: Bronze.

### 2.3 EXOTHERMIC CONNECTIONS

A. Manufacturers:

1. Cadweld.

## 2.4 WIRE

A. Material: Bare stranded copper.

B. Grounding Electrode Conductor: Size to meet NFPA 70 requirements.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

A. Verify that final backfill and compaction has been completed before driving rod electrodes.

### 3.2 INSTALLATION

A. Install Products in accordance with manufacturer's instructions.

B. Install rod electrodes at locations indicated. Install additional rod electrodes as required to achieve specified resistance to ground spaced at minimum 10 ft.

C. Provide bonding to meet Regulatory Requirements.

D. Equipment Grounding Conductor: Provide separate, insulated conductor within each feeder and branch circuit raceway. Terminate each end on suitable lug, bus, or bushing.

### 3.3 FIELD QUALITY CONTROL

A. Inspect grounding and bonding system conductors and connections for tightness and proper installation.

B. Use suitable test instrument to measure resistance to ground of system. Perform testing in accordance with test instrument manufacturer's recommendations using the fall-of-potential method.

END OF SECTION 260526

## SECTION 260529 – SUPPORTING DEVICES

### PART 1 - GENERAL

#### 1.1 SECTION INCLUDES

- A. Conduit and equipment supports.
- B. Anchors and fasteners.
- C. Concrete equipment supports

#### 1.2 REFERENCES

- A. NECA - National Electrical Contractors Association.
- B. ANSI/NFPA 70 - National Electrical Code.

#### 1.3 SUBMITTALS

- A. Manufacturer's Instructions: Indicate application conditions and limitations of use stipulated by Product testing agency specified under Regulatory Requirements. Include instructions for storage, handling, protection, examination, preparation, installation, and starting of Product.

#### 1.4 REGULATORY REQUIREMENTS

- A. Conform to requirements of ANSI/NFPA 70.
- B. Furnish products listed and classified by Underwriters Laboratories, Inc. as suitable for purpose specified and shown.

### PART 2 - PRODUCTS

#### 2.1 PRODUCT REQUIREMENTS

- A. Materials and Finishes: Provide adequate corrosion resistance.
- B. Provide materials, sizes, and types of anchors, fasteners and supports to carry the loads of equipment and conduit. Consider weight of wire in conduit when selecting products.
- C. Anchors and Fasteners:
  - 1. Concrete block walls: Use expansion anchors.
  - 2. Steel Structural Elements: Use welded fasteners.
  - 3. Concrete Surfaces: Use expansion anchors.

## 2.2 CHANNEL SYSTEMS

### A. Manufacturer:

1. Unistrut
2. B-Line
3. Allied
4. Power -Strut
5. or Equal

### B. Description:

1. Galvanized steel – General locations
2. Aluminum – Wet, damp areas
3. Stainless steel – Wet, damp corrosive areas where compatible with chemicals
4. Fiberglass – Wet, damp, corrosive areas where compatible with chemicals

### C. Size: 1-5/8" x 1-5/8"

## PART 3 - EXECUTION

### 3.1 INSTALLATION

- A. Install products in accordance with manufacturer's instructions.
- B. Provide anchors, fasteners, and supports in accordance with NECA "Standard of Installation".
- C. Do not fasten supports to pipes and conduit except as shown on Drawings.
- D. Obtain permission from Engineer before drilling or cutting structural members.
- E. Fabricate supports from structural steel, galvanized steel, aluminum or stainless steel channel. Rigidly weld members or use stainless steel hex head bolts and hardware to present neat appearance with adequate strength and rigidity. Use spring-lock washers under all nuts.
- F. Install surface-mounted cabinets and panel boards with minimum of four anchors.
- G. In wet and damp locations use stainless steel or aluminum channel supports with stainless steel fasteners.
- H. In wet and damp locations use stainless steel or aluminum spacers to stand cabinets and panel boards one inch off wall.
- I. Spray coat cut end of galvanized steel channel or rigid steel conduit with spray cold galvanizing.
- J. Galvanized pipe used as equipment supports are to have the open ends capped with galvanized end caps.

- K. Provide concrete equipment pad, housekeeping pads, for all equipment that will be floor mounted. Pads to be formed, chamfer edges, and have a troweled finish. Concrete shall be smoothed around conduits. Equipment panels shall be anchored using concrete anchors. Equipment pads for outdoor mounted panels shall extend from the front of the equipment panel 3'-6" min. to allow for opening and standing.

END OF SECTION 260529

## SECTION 260533 – CONDUIT

### PART 1 - GENERAL

#### 1.1 SECTION INCLUDES

- A. Metal conduit.
  - 1. Rigid Galvanized Steel
  - 2. Aluminum
- B. PVC coated rigid galvanized steel.
- C. Nonmetallic conduit.
- D. Flexible metal conduit.
- E. Liquid-tight flexible metal conduit.
- F. Fittings and conduit bodies.

#### 1.2 RELATED SECTIONS

- A. Section 260529 – Supporting Devices.
- B. Section 260553 – Electrical Identification.
- C. Sections 260534 – Boxes and Enclosures.

#### 1.3 REFERENCES

- A. ANSI C80.1 - Rigid Steel Conduit, Zinc Coated.
- B. ANSI C80.5 - Rigid Aluminum Conduit
- C. ANSI/NEMA FB 1 - Fittings, Cast Metal Boxes, and Conduit Bodies for Conduit and Cable Assemblies.
- D. ANSI/NFPA 70 - National Electrical Code.
- E. NECA "Standard of Installation."
- F. NEMA RN 1 - Polyvinyl Chloride (PVC) Externally Coated Galvanized Rigid Steel Conduit and Intermediate Metal Conduit.
- G. NEMA TC 3 - PVC Fittings for Use with Rigid PVC Conduit and Tubing.

#### 1.4 DESIGN REQUIREMENTS

- A. Conduit Size: ANSI/NFPA 70.

#### 1.5 SUBMITTALS

- A. Submit under provisions of Section 013323.
- B. Product Data: Provide for metallic conduit, flexible metal conduit, liquid-tight flexible metal conduit, nonmetallic conduit, flexible nonmetallic conduit, fittings, conduit bodies of each type planned to be used.

#### 1.6 PROJECT RECORD DOCUMENTS

- A. Submit under provisions of project general requirements.
- B. Accurately record actual routing of all conduits exposed and concealed on record drawings.

#### 1.7 REGULATORY REQUIREMENTS

- A. Conform to requirements of ANSI/NFPA 70.
- B. Furnish products listed and classified by Underwriters Laboratories, Inc as suitable for purpose specified and shown.

#### 1.8 DELIVERY, STORAGE, AND HANDLING

- A. Deliver, store, protect, and handle products to site under provisions of Section 016000.
- B. Accept conduit on site. Inspect for damage.
- C. Protect conduit from corrosion and entrance of debris by storing above grade. Provide appropriate covering.
- D. Protect PVC conduit from sunlight.

#### 1.9 PROJECT CONDITIONS

- A. Verify routing and termination locations of conduit prior to rough-in.
- B. Conduit routing is shown on Drawings in approximate locations unless dimensioned. Route as required to complete wiring system.

### PART 2 - PRODUCTS

#### 2.1 CONDUIT REQUIREMENTS

- A. Minimum Size: 3/4 inch unless otherwise specified.
- B. Underground Installations:
  - 1. More than two feet from Foundation Wall: Use schedule 40 PVC conduit.
  - 2. Within two feet from Foundation Wall: Use plastic coated galv. rigid conduit.
  - 3. In or Under Slab on Grade: Use schedule 40 PVC conduit.
  - 4. When changing from underground to above ground, use PVC coated galv. rigid conduit to approximately two feet above finished grade.
  - 5. Conduits passing through poured concrete sidewalks, floating type slabs on grade shall be sleeved.
- C. Outdoor Locations, Above Grade: Use rigid galvanized steel conduit.
- D. In Slab Above Grade:
  - 1. Use schedule 40 PVC.
  - 2. Maximum Size Conduit in Slab: 3/4" for conduits crossing each other.
- E. Continuously Wet and Damp Locations: Use aluminum or PVC coated rigid steel conduit.
- F. Corrosive Location: Use PVC coated rigid steel or schedule 40 PVC.
- G. Dry Locations:
  - 3. Concealed in framed wall or above suspended ceilings: Use steel electrical metallic tubing or schedule 40 PVC conduit.
  - 4. Exposed: Use rigid galvanized steel or aluminum conduit or as noted on drawings.
  - 5. Flexible metal conduit can be used for equipment connections. Max length of 3ft.
- H. Classified hazardous Class 1, Division 1 areas & Screen Rooms: PVC coated rigid steel conduit and explosion-proof flexible equipment connections.
- I. Equipment Connections:
  - 1. Use liquid-tight flexible metal conduit.
  - 2. In corrosive or chemical rooms, use non-metallic flexible conduit and fittings.
- J. Flexible conduits lengths shall be limited to three feet or less.

## 2.2 METAL CONDUIT

- A. Rigid Steel Conduit: ANSI C80.1.
- B. Fittings and Conduit Bodies: ANSI/NEMA FB 1 all steel fittings.

## 2.3 PVC COATED METAL CONDUIT

- A. Manufacturers:
  - 1. Robroy Industries "Plasti-Bond."
  - 2. Thomas & Betts – "OCAL Blue".
- B. Description: NEMA RN 1; rigid steel conduit with external PVC coating, 40 mil thick.
- C. Fittings and Conduit Bodies: ANSI/NEMA FB 1; steel fittings with external PVC coating to match conduit.

#### 2.4 FLEXIBLE METAL CONDUIT

- A. Description: Interlocked aluminum construction.
- B. Fittings: ANSI/NEMA FB 1.

#### 2.5 LIQUIDTIGHT FLEXIBLE METAL CONDUIT

- A. Manufacturers:
  - 1. Sealtight VA Anaconda Metal Hose Div.
  - 2. Liquidtight type L.A. Electric Flex Co.
- B. Description: Interlocked aluminum construction with PVC jacket.
- C. Fittings: ANSI/NEMA FB 1.

#### 2.6 NONMETALLIC CONDUIT

- A. Manufacturers:
  - 1. Carlon Electrical Products Div.
  - 2. LCP
  - 3. Quil
- B. Description: NEMA TC 2; Schedule 40 PVC.
- C. Fittings and Conduit Bodies: NEMA TC 3.

### PART 3 - EXECUTION

#### 3.1 INSTALLATION

- A. Install conduit in accordance with NECA "Standard of Installation."
- B. Install nonmetallic conduit in accordance with manufacturer's instructions.

- C. Arrange supports to prevent misalignment during wiring installation.
- D. Support conduit using coated steel or malleable iron straps, lay-in adjustable hangers, clevis hangers, and split hangers.
- E. Group related conduits; support using conduit rack. Construct rack using steel channel; provide space on each for 25 percent additional conduits.
- F. Fasten conduit supports to building structure and surfaces under provisions of Section 260529.
- G. Do not support conduit with wire or perforated pipe straps. Remove wire used for temporary supports
- H. Do not attach conduit to ceiling support wires.
- I. Arrange conduit to maintain headroom and present neat appearance.
- J. Route exposed conduit parallel and perpendicular to walls.
- K. Route conduit in and under slab from point-to-point.
- L. Do not cross conduits in slab unless 3/4".
- M. Maintain adequate clearance between conduit and piping.
- N. Maintain 12-inch clearance between conduit and surfaces with temperatures exceeding 104°F.
- O. Cut conduit square using saw or pipe cutter; de-burr cut ends.
- P. Bring conduit to shoulder of fittings; fasten securely.
- Q. Join nonmetallic conduit using cement as recommended by manufacturer. Wipe nonmetallic conduit dry and clean before joining. Apply full even coat of cement to entire area inserted in fitting. Allow joint to cure for 20 minutes, minimum.
- R. Use conduit hubs or sealing locknuts to fasten conduit to sheet metal boxes in damp and wet locations and to cast boxes.
- S. Install no more than equivalent of three 90-degree bends between boxes. Use conduit bodies to make sharp changes in direction, as around beams. Use factory elbows for bends in metal conduit larger than 2-inch size.
- T. Avoid moisture traps; provide junction box with drain fitting at low points in conduit system.
- U. Provide suitable fittings to accommodate expansion and deflection where conduit crosses, control and expansion joints.

- V. Conduits shall be sloped in such a manner that water may drain to the closest pull box if possible.
- W. Provide suitable pull string in each empty conduit except sleeves and nipples.
- X. Use suitable caps to protect installed conduit against entrance of dirt and moisture.
- Y. Ground and bond conduit under provisions of Section 260526.
- Z. Identify conduit under provisions of Section 260553.
- AA. Flexible conduit, non-metallic, liquid-tight and metallic, shall not be used in lengths longer than 6 feet unless specifically approved. Flexible conduit is not to be used in place of neatly run rigid conduit.
- BB. Where called out on plans provide cable terminators / sealing bushings, CRC by O-Z/Gedney or approved equal. Verify specific cable outside diameters and follow manufacturer's installation requirements.

END OF SECTION 260533

## SECTION 260534 – BOXES AND ENCLOSURES

### PART 1 - GENERAL

#### 1.1 SECTION INCLUDES

- A. Pull Boxes
- B. Junction Boxes
- C. Accessories

#### 1.2 RELATED SECTIONS

- A. Section 260529 - Supporting Devices.

#### 1.3 REFERENCES

- A. NEMA 250 - Enclosures for Electrical Equipment (1000 Volts Maximum).
- B. NEMA ICS 4 - Terminal Blocks for Industrial Control Equipment and Systems.
- C. ANSI/NFPA 70 - National Electrical Code.

#### 1.4 SUBMITTALS

- A. Submit under provisions of general project requirements and Section 260500.
- B. Product Data: Provide manufacturer's standard data for boxes and enclosures.
- C. Junction box locations and details
  - 1. Terminal block layout
  - 2. Grounding

#### 1.5 REGULATORY REQUIREMENTS

- A. Conform to requirements of ANSI/NFPA 70.
- B. Furnish products listed and classified by Underwriters Laboratories, Inc. as suitable for the purpose specified and indicated.

### PART 2 - PRODUCTS

#### 2.1 MANUFACTURERS

- A. Hoffman
- B. Rittal
- C. or equal

## 2.2 PULL BOXES

### A. Construction:

1. Outdoors, Wet Damp areas, Corrosive areas. NEMA Type 4/4X, sunlight resistant fiberglass, polycarbonate or SS as specified on Drawings, enclosure with continuous hinge covers.
  - a. Covers: Continuous SS hinge, held closed by SS screws
2. Indoors exposed NEMA 12, 13 or as specified on Drawings.
3. Indoors flush wall mounted NEMA 1 w/ flush covers
4. Indoors concealed NEMA 1 w/ screw cover
5. Indoor wet and damp NEMA 4XSS
6. Indoor corrosive areas NEMA 4XSS or compatible with chemical
7. Hazardous locations NEMA 7

## 2.3 TERMINAL HINGED COVER ENCLOSURES

### A. Construction:

1. Outdoor, Wet Damp areas, Corrosive areas: NEMA 4/4X, sunlight resistant fiberglass or polycarbonate or stainless steel (SS) as specified on Drawings, Type 4/4X enclosure with continuous hinge cover.
  - a. Covers: Continuous SS hinge, held closed by flush latch operable by screwdriver.
2. Indoors, exposed: NEMA 12, 13
3. Indoors, flush wall mounted: NEMA 1 w/ flush covers
4. Indoors, concealed: NEMA 1 w/ screw cover
5. Indoors, wet and damp: NEMA 4XSS
6. Indoors, corrosive areas: NEMA 4XSS or compatible with chemical
7. Hazardous locations: NEMA 7

- B. Provide white enamel interior metal panel for mounting terminal blocks and electrical components.

## 2.4 CABINETS

- A. Provide metal barriers to form separate compartments containing control wiring at less than 50 volts from power wiring.
- B. Provide accessory feet for free standing equipment.

## 2.5 TERMINAL BLOCKS

- A. Manufacturers:
  - 1. Weidmüller SAK 6, SAK 2.5, ASK 1.
  - 2. Allen-Bradley
  - 3. Square-D
  - 4. or equal
- B. Terminal Blocks: ANSI/NEMA ICS 4.
- C. Power Terminals: Unit construction type with closed back and tubular pressure screw connectors, rated 600 volts.
- D. Signal and Control Terminals: Modular construction type, suitable for channel mounting, with tubular pressure screw connectors, rated 300 volts. Ground terminal shall be green.
- E. Provide ground bus terminal block, with each connector bonded to enclosure.
- F. Provide a typed legend of cables and terminal numbers with origin and destination.
- G. Boxes where water may drain from the attached conduits shall have drains installed in the bottom or the lowest point of the box. Conduit penetration at such boxes shall be located along the sides or top of the box. Conduits shall not be installed in a manner that water can enter attached pull conduits.

## PART 3 - EXECUTION

### 3.1 INSTALLATION

- A. Install Products in accordance with manufacturer's instructions.
- B. Install enclosures and boxes plumb. Anchor securely to wall and structural supports at each corner.
- C. Do not attach boxes directly to masonry, concrete, or brick walls but provide a ¼-inch spacer of PVC, nylon, or stainless steel.
- D. Install enclosures and boxes using stainless steel fasteners.
- E. Provide supports where required when no wall or other adequate support is available.

END OF SECTION 260534

## SECTION 312316.13 - TRENCH EXCAVATING, BEDDING AND BACKFILL

### PART 1 - GENERAL

#### 1.1 DESCRIPTION

- A. Work Included: All trench excavations and fills to the lines and grades given for conduits, pipelines, etc. as required for proper completion of the work of this contract as shown on the Contract Drawings.
- B. The trench excavation work item in this contract shall include the removal, handling, rehandling, filling, and disposal of any and all materials (whether they be wet or dry) found unsuitable by the Engineer encountered within the limits of the work and the transportation and placing thereof, and shall include all pumping, bailing, draining, sheeting and shoring, backfill, refill and protection, and sand backfill, together with rolling and tamping where such is required by these specifications and is not specifically included in another item of work in this contract.
- C. Existing ground elevations of the work site(s) are shown by figures and/or by contours on the Contract Drawings. The contours and elevations of the present ground are believed to be reasonably correct, but do not purport to be absolutely so, and are presented only as an approximation. The Contractor shall satisfy himself, however, by his own actual examination of the site of the work, as to both the existing elevations and the amount of work required under this Section. If the Contractor is not willing to accept the ground surface elevations indicated upon the Drawings for payment, he shall notify the Engineer prior to the starting of any excavation work.

#### 1.2 QUALITY ASSURANCE

- A. State and local code requirements shall control the construction specified herein.
  - 1. Ohio Department of Transportation (latest edition) for the products specified herein.
- B. Compaction testing shall be performed by a soil testing laboratory as specified in Section 013319. Testing shall be in accordance with ASTM Standards:
  - 1. C33 Specification for Concrete Aggregates.
  - 2. D698 Tests for Moisture – Design of Relations of Soils.
  - 3. D1556 Test for Density of Soil-in-Place by the Sand Cone Method.
  - 4. D2922 Test for Density of Soil and Soil Aggregates in Place by Nuclear Methods.

#### 1.3 SUBMITTALS

- A. Certifications attesting that the composition analysis of pipe protection and material stone backfill materials meet specification requirements.

B. Reference Submittals:

1. Material Certification: Provide material certification for the items below:
2. Granular backfill material.
3. Pipe bedding material.
4. Test Reports: Provide two copies of test reports.

1.4 JOB CONDITIONS

A. Control of Traffic

1. The Contractor shall provide all traffic control measures in accordance with the Ohio Department of Transportation as prescribed by the Ohio Manual of Uniform Traffic Control Devices.

B. Utility Services

1. The Contractor shall be responsible for maintaining all building utility service connections during the excavation and backfill process.
2. Immediately report to the utility company and the Engineer any break, leak or other damage to the lines or protective coatings made or discovered.
3. Allow free access to utility company personnel at all times for purposes of maintenance, repair and inspection.

PART 2 - PRODUCTS

2.1 PIPE BEDDING MATERIAL

- A. Granular material shall be crushed stone size as shown on Table 703-01 (ODOTCMS), No. 57, 6, 67, 68, or 7.

2.2 BACKFILL MATERIAL

- A. Backfill materials shall be either natural materials or granular materials as specified below.
1. Type A. Granular material as specified in ODOT Item 304.
  2. Type B. Natural soil free from stones larger than 2 inches across their greatest dimension, top soil, vegetation, debris, rubbish or frozen material. When approved by the Contract Administrator, stones no larger than 8" across their greatest dimension may be deposited at least 2 feet above the top of the pipe.
  3. Type C. Low Strength Mortar as specified in ODOT Item 613.
- B. The backfill under and/or within five feet of existing or proposed roadways, paved shoulders, curbs, existing parking areas and drives shall be Type A granular material.

## 2.3 UTILITY MARKING TAPE

- A. Three (3) inch wide detectable utility marking tape bearing wording based upon the utility involved permanently printed on the tape. Tape color shall comply with the APWA color code.

## 2.4 TRACER WIRE

- A. Metallic detectable underground wire shall be located as shown on standard details. Tracer wire shall be 12 AWG Solid Copper Wire designed specifically for detecting underground utilities and direct burial use.
- B. At all valves, line beginnings and ends, the wire shall be clamped to a 3-foot-long piece of ½-inch rebar with a brass clamp. The rebar shall be placed vertically next to the valve or structure and extend 2 inches above finished grade.
- C. Tracer Wire shall be installed on top of pipe bedding or 12 inches above pipe crown on all force mains and non-metallic pipe.

## PART 3 - EXECUTION

### 3.1 GENERAL PREPARATION

- A. Trench Excavation shall follow lines and grades as indicated on the plans. Exact positions shall be subject to and adjusted to interferences with related work and real-world conditions.
- B. Leave Trenches open until inspected by Engineer.
- C. Prior to beginning excavation, notify the Ohio Utilities Protection Service as required and notify all utilities on the project of the intended work schedule.
- D. Locate all existing utilities or other structure of critical location in advance of excavation.
- E. Uncover existing pipes and cables ahead of trenching for new work.
- F. Whenever existing items such as sewer pipes, water pipes, gas mains, culverts, or other pipes or structures are encountered in or near the lines of trenches being excavated, use proper care in preserving operation of such items intact and immediately repair any damage to such items.

### 3.2 MAINTENANCE AND PROTECTION OF TRAFFIC

- A. Coordinate the work to insure the least inconvenience to traffic and maintain traffic in one or more unobstructed lanes unless closing the street is authorized.
- B. Maintain access to all streets and private drives.

- C. Provide and maintain signs, flashing warning lights, barricades, markers, and other protective devices as required to conform with construction operations and to keep traffic flowing with minimum restrictions.
- D. Comply with state and local codes, permits and regulations.

### 3.3 CUTTING PAVED SURFACES

- A. Where installation of pipelines, miscellaneous structures, and appurtenances necessitate breaking a paved surface, make cuts in a neat uniform fashion forming straight lines parallel with the centerline of the trench.
- B. Protect edges of cut pavement during excavation to prevent raveling or breaking; square edges prior to pavement replacement.
- C. The requirement for neat line cuts, in other than state highways, may be waived if the final paving restoration indicates overlay beyond the trench width.

### 3.4 BLASTING

- A. Blasting will not be permitted.

### 3.5 METHOD OF TRENCH EXCAVATION

- A. All excavation shall be in open cut, unless otherwise permitted by the Engineer.
- B. Excavation shall be made to undisturbed finish subgrade six (6) inches below the bottom of the pipe or structure, unless otherwise shown on the Drawings.
- C. Where unsuitable bearing material is encountered the trench shall be excavated to an additional depth below the excavation for the bottom of the pipe barrel of six (6) inches for pipe of twenty-four (24) inches diameter and smaller and of nine (9) inches for pipe greater than twenty-four (24) inches in diameter. This additional excavation is to be refilled with suitable material in a satisfactory manner to provide the proper foundation for the conduit bed.
- D. Trench must be excavated with vertical sides from the bottom of the trench to one (1) foot above the top of the pipe, from which point sides may slope to ground surface, except that, in streets or roadways, trenches must be excavated with vertical sides to the top of the trench. Width of trench in the vertical section shall be excavated only as wide as necessary to provide free forking space on each side of the piping according to the size of the pipe and the character of the ground. In every case there shall be sufficient space between the pipe and the sides of the trench to make it possible to thoroughly compact the backfill around the pipe and to secure tight joints, but in no case more than one (1) foot on either side of pipe. In no case, however, shall the width of the trench at the top of the pipe exceed the dimensions as shown on the Contract Drawings. In no case will it be permitted to excavate pipe trenches with sides sloping to the bottom.

- E. Bottom of trench bed must give a full, firm but slightly yielding support to the lower section of the pipe and so that the pipe barrel is firmly supported in the cradle throughout its entire length, in such manner as to prevent any subsequent settlement of the pipe. Boulders or loose rocks which might bear against the pipe will not be permitted in the trench bottom or sides below two (2) feet above the pipe. Bell holes must be excavated to assure full length bearing of the pipe barrel.
- F. Trenches must be kept free from water until the material in the joints has sufficiently set.
- G. At no time shall the Contractor advance trenching operations more than 400 feet ahead of completed pipeline, including backfill, except as approved by the Engineer.
- H. Where the Contractor, by error or intent, excavates beyond the minimum required depth, the trench shall be brought to the required pipeline grade with bedding material.

### 3.6 SUPPORT OF EXCAVATION

- A. The Contractor shall be responsible for supporting and maintaining all excavations required hereunder utilizing a trench box and even to the extent of sheeting, shoring the sides and ends of excavations with timber or other satisfactory supports. If the sheeting, braces, shores, and stringers or walling timbers or other supports are not properly placed or are insufficient, the Contractor shall provide additional or stronger supports. The requirements of sheeting or shoring, or of the addition of supports, shall not relieve the Contractor of this responsibility for their sufficiency. All trench protection and sheeting and shoring must conform to the regulations of the Federal Occupations Safety and Health (OSHA) and will be subject to conform to their respective inspections. All orders of the OSHA representatives must be complied with by the Contractor.
- B. All timbering shall be removed where and when required and, upon its removal, all voids carefully and compactly filled. If any timber is ordered in writing to be left in place, it shall be cut-off as directed and will be paid for with a Change Order. No payment will be made for wasted ends or for timber left in place without specific written authorization by the Engineer.

### 3.7 REMOVAL OF WATER

- A. The Contractor shall pump out or otherwise remove and dispose of, as fast as it may collect any water, sewage, or any other liquids which may be found or may accumulate in the excavation, regardless of whether it be water or liquid wastes from his own contract or from existing conduits and works.
- B. Maintain pipe trenches dry until pipe has been jointed, inspected, and backfilled, and concrete work has been completed. Preclude trench water from entering pipelines under construction.
- C. Intercept and divert surface drainage away from excavations. Design surface drainage systems so that they do not cause erosion on or off the site, or cause unwanted flow of water.

- D. There shall be, upon the work at all times during the construction, proper and approved pumps and machinery of sufficient capacity to meet the maximum requirements for the removal of water or other liquids and their disposal.
- E. Dewatering operations shall in no way violated the conditions of the storm water pollution prevention plan (SWPPP), or the EPA regulations for Construction Storm Water.

### 3.8 BEDDING

- A. Bedding material below the pipe and that under and around the pipe to spring line shall be well tamped. That above spring line shall be placed in six (6) inch layers and be well tamped to a minimum height of twelve (12) inches above the top of the pipe.
- B. Where foundation conditions are such that the above types of bedding cannot be provided, as in quicksand, etc., special provisions shall be made as called for by the Drawings or as directed by the Engineer by providing concrete cradle or lumber foundations.

### 3.9 UNAUTHORIZED EXCAVATIONS

- A. All excavations carried outside of the lines and grades given or specified, together with the disposal of such material, and all excavations and other work resulting from slides, cave-ins, swellings or upheavals shall be at the Contractor's own cost and expense. All spaces resulting from unauthorized excavations or from slides or cave-ins shall be refilled at the Contractor's expense with concrete or other suitable material.

### 3.10 ADDITIONAL EXCAVATION

- A. It is expected that satisfactory foundations will be found at the elevations shown on the Drawings, but in case the material encountered is not suitable, or in case it is found desirable or necessary to go to additional depth, the excavation shall be carried to an additional depth as ordered and refilled as directed by the Engineer.

### 3.11 THRUST RESTRAINT

- A. Provide pressure and vacuum pipe with concrete thrust blocking at all bends, tees, valves, and changes in direction, in accordance with the Contract Drawings.

### 3.12 BACKFILLING

- A. As the various pipelines, conduits, etc. or parts of same are completed and inspected, the Contractor shall refill the space under, around and over with material as specified herein. Unless otherwise directed, all forms, bracing and lumber shall be removed during backfilling and the cavities and voids resulting from the removal shall be thoroughly backfilled.
- B. The bedding material shall be as specified and placed in accordance with the standard details. The limits of bedding shall be as indicated on the Standard Details for the respective pipes. The Contractor must use special care in placing this portion of the backfill so as to avoid injuring or moving the pipe when compacting the backfill. When

the backfill has progressed to the limits shown on the Standard Details for the respective pipe, the work of backfilling shall be stopped, and the backfill in place shall be tamped or puddled as directed. Care shall be taken to prevent floating of the pipe.

- C. No cinders, rubbish, rocks, boulders, shale or other objectionable material shall be used as backfill against the pipe or in any part of the trench when, in the opinion of the Engineer, it will be injurious to the work. No backfilling shall be done with frozen materials upon frozen materials.
- D. Over sewers and other arched structures built in place and after the structure is completed and before the supports or centers are struck, the trenches shall be carefully filled by depositing without shock and by tamping suitable earth or other selected material at the sides and to a height not less than two (2) feet above the top of the pipe. This backfill shall be graded evenly across the trench. This backfilling must be done as the work progresses, and before any filling is deposited directly from a machine, bucket, cars, wagon, or other vehicles. The backfilling shall then be brought up evenly and all eccentric loading shall be avoided. In no case shall material dumped from bucket, truck or bulldozer be allowed to fall directly upon any conduit, pipe or other structure, and, in all cases, the bucket must be lowered so that the shock of the falling material will not injure the structure.
- E. The backfill shall be placed and compacted, using power driven mechanical tampers in layers of six (6) inch compacted thickness unless approved by the Engineer. Final paving shall be as shown on the Contract Drawings and Standard Details.

### 3.13 DISPOSAL OF WASTE

- A. A selected portion of the excavate material will be used for backfilling or filling about the pipe as ordered. Excavated material in excess of that needed for backfilling and filling and unsuitable material shall be disposed of by the Contractor at his own expense, and the cost of such disposal shall be deemed as having been included in the unit or lump sum prices bid.
- B. Prior to disposal, the Contractor shall obtain and submit to the Engineer written permission from the owner of the property upon which the material and debris are to be placed.

### 3.14 COMPACTION REQUIREMENTS

- A. Control soil compaction during construction to provide the minimum percentage of density specified for each area as determined according to ASTM D698.
- B. Provide not less than the following maximum density of soil material compacted at optimum moisture content for the actual density of each layer of soil material in place, and as approved by the Engineer:
  - 1. Structures, Pavements, Walkways, Curbs and Steps:
    - a. Compact the subgrade and each layer of fill material or backfill material at 98% of maximum density.

2. Lawn and Unpaved Area:
  - a. Compact each layer of fill material or backfill material at 90% of maximum density.

C. Moisture Control:

1. Where subgrade or layer of soil material must be moisture conditioned before compacting, uniformly apply water to surface of subgrade or layer of soil material to prevent free water appearing on surface during or subsequent to compacting operations.
  - a. Remove and replace, or scarify and air dry, soil material that is too wet to permit compacting to specified density.
  - b. Soil material that has been removed because it is too wet to permit compacting may be stockpiled or spread and allowed to dry. Assist drying by disking, harrowing, or pulverizing until moisture content is reduced to a satisfactory value as determined by moisture-density relation tests approved by the test laboratory.

D. Unsuitable Backfill Material:

1. Where the Engineer deems backfill material to be unsuitable and rejects all or part thereof due to conditions prevailing at the time of construction, remove the unsuitable material and replace with select material stone backfill or suitable foreign backfill material.
2. Compaction testing shall be required every 100 cubic yards or as required by the Engineer. Backfill found to be deficient shall be removed and re-compacted until compliant at no additional cost to the Owner.

3.15 UTILITY MARKING TAPE

- A. Install detectable utility marking tape above all plastic pipelines, eighteen (18) to twenty-four (24) inches below final grade.

3.16 ROUGH GRADING

- A. Rough grade areas disturbed by construction to a uniform finish. Form the bases for terraces, banks, lawns and paved areas.
- B. Grade areas to be paved to depths required for placing sub-base and paving materials.
- C. Rough grade areas to be seeded three (3) inches below indicated finish contours.

3.17 RESTORATION OF UNPAVED SURFACES

- A. Restore unpaved surfaces disturbed by construction to equal the surface condition prior to construction.
- B. Restore grassed areas in accordance with Section 329200.19, Seeding and Mulching.

3.18 MAINTENANCE

A. Protection of newly graded areas:

1. Protect newly graded areas from traffic and erosion, and keep free from trash and weeds.
2. Repair and reestablish grades in settled, eroded, and rutted areas to the specified tolerances.

B. Where completed compacted areas are disturbed by subsequent construction operations or adverse weather, scarify the surface, reshape, and compact to the required density prior to further construction.

END OF SECTION 312316.13

## SECTION 312319 - DEWATERING

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Furnish all labor, materials, equipment, and incidentals to lower the water table, to collect and pump water from excavations, to collect and divert surface drainage from entering the excavation during construction and to dispose of pumped water to the existing or new storm conveyances.
- B. This section specifies designing, furnishing, installing, maintaining, operating, and removing temporary dewatering systems required to lower and control ground water levels, hydrostatic pressures, and control surface water, and precipitation entering the excavation during construction; disposing of pumped water; constructing, coordinating, maintaining and observing, installing and removing of equipment and instrumentation for the control of the system.
- C. Dewatering includes lowering the water table, intercepting seepage which would otherwise emerge from the slopes or bottom of the excavation, collecting and pumping water seepage that enters the excavations; increasing the stability of excavated slopes; preventing loss of material from the slopes or bottom of the excavation; improving the excavating and hauling characteristics of on-site soil; preventing rupture or heaving of the bottom of an excavation and disposing of pumped water.

#### 1.2 REFERENCES

- A. The specifications in this section are subject to the administrative and procedural requirements specified in Division 1, as well as the broader requirements of the General Conditions.

#### 1.3 SYSTEM DESCRIPTION

- A. The Contractor is responsible for the adequacy of the design of the dewatering system to:
  - 1. Pre-drain the water-bearing strata above and below the bottom of the structure foundations, drains, sewers and all excavations.
  - 2. Effectively reduce and maintain the hydrostatic pressure and lower the groundwater levels in the water-bearing strata below the structure foundation, drains, sewers, and all excavations. The ground water level shall be maintained at all times a minimum of 18 inches vertically below the bottom of the structure foundations and the pipelines.
  - 3. Prevent structures, utilities, sidewalks, pavements, and other facilities, at the work location and areas adjacent to the work location which may be affected by the dewatering operations from any settlement, subsidence, lateral movement, undermining, washout, and other hazards created by dewatering operations as may be determined by the Owner's Representative. Elevations of existing

building corners will be taken periodically by the Owner's Representative. If the aforementioned conditions develop as determined by the Owner's Representative, the Contractor shall remedy the situation to the satisfaction of the Owner's Representative at no additional expense to the Owner.

4. Prevent quick conditions, seepage, boils, the loss of fines, or the softening of the foundation strata.
5. Maintain the stability of the sides and bottoms of the excavations.
6. Result in all construction operations being performed in the dry.
7. Provide ramp or road crossings for access to and around the excavation.
8. Provide a system, including standby generator(s) to maintain dewatered conditions during any maintenance or electrical outage that might occur during the dewatering activities.
9. Discharge in a closed conduit all water from the dewatering system to the existing or new storm conveyances.
10. Provide adequate protection against erosion of materials at the entrance to and exit from the existing and new storm conveyances.
11. Provide separate circuits to power the dewatering system such that the failure of any one of those circuits does not impede the efficiency of the entire system.
12. Provide an isolation/shutoff valve and a check valve in each well discharge line when used.
13. Provide that all pumps and motors used for the dewatering system shall be properly sized, tested, and suitable for their intended use.
14. Provide a means to measure total daily pumpage from the dewatering system. This information shall be submitted to the Owner's Representative on a daily basis in the form of a daily report.
15. All dewatering wells (when used) shall be developed until the total suspended solids is less than three (3) parts per million and the discharge shall be maintained at or below this level.

- B. Locate dewatering facilities where they would not interfere with utilities, demolition and construction work.
- C. Modify dewatering procedures which may threaten to cause damage to existing facilities so as to prevent damage. Such modifications shall be made at no additional expense to the Owner.

#### 1.4 SUBMITTALS

- A. Shop Drawings: The Contractor shall provide dewatering plan including drawings and written text which illustrates the location and identification of the components of the proposed dewatering system. The plan shall include but is not limited to the following:
  1. Proposed locations and number of wells, well points and monitoring wells.
  2. Proposed casing diameters and depths.
  3. Proposed location and size of the discharge piping.
  4. Proposed estimated total pumping horsepower and standby power generator(s) capacity.
  5. Proposed procedure in an emergency event.

- B. Other: Agency permits, if required, for discharge.

## 1.5 QUALITY ASSURANCE

- A. Permits, if required by local, state or federal agencies for the dewatering system to discharge into the receiving stream or waivers, as applicable shall be obtained by the Contractor prior to commencement of dewatering. Submit copies of permits to the Owner's Representative.
- B. All wells installed by the Contractor shall be logged and all logs submitted to the Ohio Department of Natural Resources, (ODNR) Division of Water on the appropriate form in accordance with ODNR requirements. Copies of logs shall be submitted to the Owner's Representative.
- C. The Contractor shall be required to complete submittals required by ODNR ground water withdrawal facility registration. Submittals shall be made directly to ODNR and copies to the Owner's Representative.
- D. The Contractor shall be required to complete submittals required by ODNR well abandonment procedure consistent with Part 3.10 of this Section. Submittals shall be made directly to ODNR and copies to the Owner's Representative.

## PART 2 - PRODUCTS

NOT APPLICABLE

## PART 3 - EXECUTION

### 3.1 INSTALLATION

- A. Installation of the dewatering system shall not interfere with construction activities or access to adjacent properties.
- B. The Contractor shall keep the Owner's Representative advised of any changes made to accommodate field conditions and, on completion of the dewatering system installation, revise and resubmit information drawings as necessary to show the installed configuration.
- C. The Contractor shall organize dewatering operations to lower the ground water level in excavations or remove water from excavations as required for prosecution of the work and to provide a stable, dry subgrade for the prosecution of subsequent work. Take all precautions to prevent disturbances of foundations soils.
- D. In the event that any part of the dewatering system may become inadequate or fail, the Contractor shall provide complete standby equipment including a power generator(s) installed and available and additional pumps. The standby equipment will be for immediate use as may be required to adequately maintain the dewatered conditions at all times.

- E. The dewatering system shall operate twenty-four (24) hours per day; seven (7) days per week during duration of dewatering and a responsible person will be on-call for the duration of dewatering operations to respond to emergencies and any events that arise.
- F. The Contractor shall be responsible for providing all electrical controls and power distribution. All conductors shall be copper and all enclosures shall be minimum NEMA 3R. Costs for maintenance of electrical components associated with the dewatering system shall be the responsibility of the Contractor. The Contractor shall meter and pay all costs for power associated with dewatering and installation of the system.
- G. In general, the power distribution to the dewatering system shall follow closely the route of the dewatering system piping. These conductors shall be encased in a conduit system that shall be either PVC - Schedule 80, Aluminum (heavy wall), or rigid galvanized conduit.
- H. The Contractor shall obtain the Owner's Representative's written approval before shutting down the dewatering system for any reason. The Contractor shall obtain written approval from the Owner's Representative before discontinuing the operation of any part of the dewatering system.

### 3.2 CLEANING

- A. Comply with Section 017821.
- B. Dispose of concrete plug off-site.
- C. Clean all areas and equipment of dust and debris caused by coring operations.
- D. Plug and patch all bolt holes used to support coring equipment with non-shrink non-metallic grout.
- E. Abandonment
  - 1. Abandonment of wells shall be by the Contractor with no additional cost to the Owner.
  - 2. Upon completion of dewatering and contingent upon the approval the Owner's Representative, the Contractor shall remove and properly seal all monitoring and dewatering wells installed by the Contractor in accordance with ODNR well abandonment procedures.
  - 3. The Contractor shall also submit copies of "Water Well Sealing Report" to ODNR and the Owner's Representative for each well that is abandoned.

END OF SECTION 312319

## SECTION 312323.14 – COMPACTED GRANULAR BACKFILL

### PART 1 - GENERAL

#### 1.1 SCOPE

- A. The Contractor shall furnish all the materials from the top of bedding to the pavement sub grade and shall properly place and compact gravel backfill, as approved, over conduits, pipelines and elsewhere, when ordered by the Engineer, when they are located under pavement or cross under roads, drives and elsewhere when backfill is required to be accomplished without future settlement, and only when and as called for by the Drawings or as may be ordered by the Engineer.
- B. Gravel, or other granular material that is excavated from the project area as part of the excavation shall not be used for the purposes of this specification.

### PART 2 - PRODUCTS

#### 2.1 MATERIALS

- A. Backfill material shall be crushed limestone granular material meeting the requirements of ODOT CMS Item 304.

### PART 3 - EXECUTION

#### 3.1 PLACING

- A. Granular backfill, when called for by the Drawings, or ordered by the Engineer, for trench backfill shall be properly graded and placed in layers not over six (6") inches in depth, with voids reduced to a minimum, and thoroughly compacted with power driven mechanical tampers, or as directed by the Engineer. The placing of this material shall be continued until the required depth is compacted, and the top of this backfill shall be finished to the lines and grades called for by the Drawings, or as ordered by the Engineer. Should settlement occur, the Contractor must add and compact additional fill, and he must maintain the backfill at the required sub grade until the project is satisfactorily completed.

#### 3.2 COMPACTION

- A. Minimum compaction for compacted granular material shall be 98 percent of the maximum dry density of the backfill material.
- B. At the beginning of compaction operations, the Contractor shall construct a test section in accordance with ODOT CMS Supplement 1015. Utilizing the test section, the Contractor shall establish the minimum compactive effort required to achieve the required trench compaction.

- C. Utilizing the minimum compactive effort established via the test section, installation of the compacted granular material may proceed without further compaction tests so long as the following conditions are maintained:
  - 1. The established minimum compactive effort is utilized throughout the installation area.
  - 2. Maximum lift thicknesses are maintained.
  - 3. Material and or the supporting materials are not appreciably different from those utilized in performance of the test section.
  - 4. Observation of the material within the trench does not reflect any areas where compaction visually appears inadequate.
  
- D. In areas where, in the judgement of the Owner or his designated representative, the compaction of the material within the trench appears to be inadequate, the Owner or his designee may require a compaction test to be performed by the Contractor. Testing to demonstrate the compaction of the in place material shall be the responsibility of the Contractor.
  
- E. It shall be the responsibility of the Contractor to perform compaction tests according to ODOT CMS Supplement 1015, or as required by the Owner or his designated representative. Tests shall be performed by competent personnel and with equipment made for the purposes intended and kept in good repair and working order. When, in the judgement of the Owner or his designated representative that the personnel performing the tests are not competent to do so or the equipment provided is not adequate, the Owner may order, at his sole discretion, that a certified soils testing laboratory perform tests and provide test reports to establish that the material and work conform with Project requirements.
  
- F. When material and/or the supporting materials change appreciably, placing the performance of the initial test section in question, the Contractor shall construct a new test section in accordance with ODOT CMS Supplement 1015 to establish revised compactive effort requirements for the project.

END OF SECTION 312323.14

## SECTION 312323.33 - LOW STRENGTH MORTAR BACKFILL MATERIAL

### 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. This work shall consist of the placement of a flowable low strength mortar for backfilling conduits or at other locations as shown on the plans or as specified. The work shall be in accordance with ODOT Item 603 and 499 unless otherwise specified.

#### 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. Product Data: Submit manufacturer's technical data and application instructions.

### PART 2 - PRODUCTS

#### 2.1 PERFORMANCE REQUIREMENTS

- A. Regulatory Requirements: Comply with governing EPA notification regulations before beginning selective demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.
- B. Standards: Comply with ANSI/ASSP A10.6 and NFPA 241.

#### 2.2 MATERIALS

- A. Cement
  - 1. ODOT 701.01 or ODOT 701.04.
- B. Fly Ash
  - 1. Fly Ash shall come from a source approved by the Engineer.
- C. Fine Aggregate

1. Fine Aggregate shall be natural sand consisting of mineral aggregate particles. The gradation of the sand shall be as follows:

<u>Sieve Size</u>	<u>Percent Passing</u>
3/4"	100
200	0 - 10

2. 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.

### 2.3 MORTAR MIX PROPORTIONING

- A. 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

- B. These quantities of materials are expected to yield approximately 1 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.

## PART 3 - EXECUTION

### 3.1 TRIAL BATCH

- A. To expedite consolidation of the mortar, it will be necessary for bleed water to appear on the surface immediately after the mortar is struck off.
- B. A delay in bleeding indicates there are too many fines in the mixture, so the fly ash quantity shall be reduced in increments of 50 lbs. until mixture is bleeding freely. Approximately 60 lbs. of sand shall be added to replace each 50 lbs. of fly ash to maintain the original yield.
- C. Fluidity of the mortar mixture shall be measured by the Corps. of Engineers' Flow Cone Method according to CRD-C611. Prior to filling the flow cone with mortar, the mixture shall be passed through a 1/4-inch screen. Time of efflux shall be approximately 12 seconds.
- D. Prior to the first placement, the Contractor shall make one or more trial batches of mortar of the size to be hauled to job site and shall cast one or more test samples equivalent to the approximate dimensions of the trench to be backfilled (either in a form or trench). Amount of bleeding, settlement rate and time required to support pavement replacement

shall be determined from these full-size tests. The Contractor shall furnish the required materials and samples.

### 3.2 MIXING EQUIPMENT

- A. Sufficient mixing capacity of mixers shall be provided to permit the mortar to be placed without interruption.

### 3.3 PLACING MORTAR

- A. Flowable mortar shall be discharged from the mixer by any reasonable means into the space to be filled. The fill material shall be brought up uniformly to the fill line shown on the plans or as directed by the Engineer.

END OF SECTION 312323.33

## SECTION 312500 – EROSION AND SEDIMENTATION CONTROLS

### PART 1 - GENERAL

#### 1.1 REFERENCE

- A. All applicable requirements of other portions of the Contract Documents apply to the Work of this Section.
- B. All requirements of the Storm Water Pollution Prevention Plan and Erosion Control Plan included in the project plans.

#### 1.2 DESCRIPTION OF WORK

- A. Work of this section includes, but is not limited to:
  - 1. Construction of sediment control measures
  - 2. Periodic cleanout of sediment traps and disposal of silt
  - 3. Maintenance of public and private travel ways in clean condition
  - 4. Removal of sediment control devices
  - 5. Temporary stabilization, including stockpiles

#### 1.3 QUALITY ASSURANCE

- A. All pre-packaged standard products shall have the Manufacturer's certified analysis affixed and conform to regulatory requirements.
- B. Sediment control measures depicted on the Drawings are intended to be minimum requirements to meet anticipated site conditions.
- C. When no sediment control facility is shown on the Drawings, the Contractor shall provide and design the facility to prevent salutation of adjacent property or streams.
- D. All erosion and sediment control measures shall be installed per specifications of Ohio Department of Natural Resources: Rainwater and Land Development; Ohio's Standards for Storm Water Management and Land Development and Urban Stream Protection. All construction shall conform to the requirements thereof.

#### 1.4 SCHEDULE

- A. Required sediment control facilities must be in operation prior to land clearing and/or other construction, to ensure that sediment-laden water does not enter the natural drainage system.
- B. Sediment control measures shall be maintained in a satisfactory condition until such time that cleaning and/or construction is completed and approval received by the Engineer.
- C. Construction sequence shall be as specified on the Drawings and as specified in applicable portions of these Specifications.

- D. The implementation, maintenance, replacement and additions to sediment control measures shall be the responsibility of the Contractor.

## PART 2 - PRODUCTS

### 2.1 MATERIALS

- A. Materials shall meet the requirements of the Ohio EPA and Ohio Department of Natural Resources and as specified in applicable portions of these Specifications.

## PART 3 - EXECUTION

### 3.1 GENERAL

- A. Sediment control provisions shall meet or exceed the requirements of the Ohio EPA Division of Surface Water.
- B. As construction progresses and seasonal conditions dictate, more sediment control facilities may be required. It shall be the responsibility of the Contractor to address new conditions that may be created and to provide additional facilities over and above minimum requirements as may be required.
- C. Wherever possible, the Contractor shall limit grading to only those areas involved in current construction activities and will limit the length of time of exposure and unprotected graded areas. The Contractor shall accomplish either temporary or permanent stabilization of these areas at the earliest opportunity.
- D. The Contractor shall provide all labor, materials, equipment and supervision to install erosion and sediment controls as shown on the Contract Drawings and/or specified herein. Work shall include but not be limited to excavation and shaping of existing ground, placement of silt fence, or as required complying with the U.S. Soil Conservation Service (USSCS) requirements. Work shall include furnishing, installing and maintaining all facilities and procedures necessary to maintain compliance with the local County Erosion and Sedimentation Control Ordinance and the USSCS Handbook.
- E. The work described herein and/or noted on the Contract Drawings shall be the first work performed under this Contract and no other work shall be performed until this work is completed and ready for use.
- F. The Contractor shall take all necessary precautions and measures to protect all properties from damage. He shall repair all damage caused by his operations to all public and private property including roads, walks, curbs, utilities, trees, shrubs, plantings, etc. and leave each property in good condition and/or at least equivalent to the condition found.

### 3.2 PROTECTIVE MEASURES

- A. Temporary silt fence shall be provided at the locations deemed necessary by the Owner, Engineer or Contractor.

- B. No debris or obstruction shall be left unstabilized in flood plains or stream areas beyond the period of project construction.
- C. The method of construction in flood plains shall provide for daily protection of all disturbed areas. Any cross-drainage through flood plains shall be safely channeled through disturbed areas to protect outlets.
- D. Storm drainage systems shall be kept operable and free of all excavated material.
- E. When the season permits, permanent vegetation stabilization of disturbed areas shall immediately follow the construction work. If permanent vegetative measures cannot be applied, temporary controls shall be used until the appropriate planting season.
- F. The Contractor shall maintain the silt fence until the project is completed and the threat of erosion and sedimentation from project construction is no longer present. Any displacement, ruptures, breaks or failure of the silt fence during the contract period shall be immediately repaired by the Contractor before resumption of construction activities with no additional cost to the Owner.
- G. Additional measures required by agencies having inspection authority for sediment and erosion control not outlined herein or detailed on the Contract Drawings shall be performed by the Contractor at no additional cost to the Owner.

END OF SECTION 312500

SECTION 312514 – STABILIZATION MEASURES FOR EROSION AND SEDIMENTATION CONTROL

PART 1 - GENERAL

1.1 WORK INCLUDED

- A. Water, erosion, and sediment control.

1.2 REFERENCES

- A. Rainwater and Land Development Manual, 2006, prepared by the Ohio Department of Natural Resources.
- B. Ohio Department of Transportation Construction and Material Specifications (ODOT-CMS).
- C. Section 329219 – Seeding and Mulching.

PART 2 - PRODUCTS

2.1 SILT FENCE MATERIALS

- A. Silt fence fabric shall be ODOT Type C Geotextile fabric or as described in the chart below:

Fabric Properties	
Minimum Tensile Strength	120 lbs
Maximum Elongation at 60 lbs	50%
Minimum Puncture Strength	50 lbs
Minimum Tear Strength	40 lbs
Minimum Burst Strength	200 psi
Apparent Opening Size	≤ 0.84mm
Minimum Permittivity	$1 \times 10^{-2} \text{ sec.}^{-1}$
Ultraviolet Exposure Strength Retention	70%

- B. Fence Posts – The length shall be a minimum of 32 inches long. Wood posts will be 2 inch by 2 inch hardwood of sound quality. The maximum spacing between posts shall be 10 feet.

2.2 MULCH MATERIALS

- A. Straw – Straw shall be unrotted small grain applied at the rate of 2 tons/acre or 90 pounds/1,000 square feet (two to three bales). The straw mulch shall be spread uniformly by hand or mechanically so the soil surface is covered. For uniform distribution of hand-spread mulch, divide area into approximately 1,000 square foot sections and place two 45 pound bales of straw in each section.

- B. Hydroseeders – Wood cellulose fiber should be used at 2,000 pounds/acre or 46 pounds/1,000 square feet.
- C. Other – Other acceptable mulches include mulch matting applied according to manufacturer's recommendations or wood chips applied as 10-20 ton/acre.

### 2.3 MATTING MATERIALS

- A. Excelsior matting shall be 48 inches wide and weigh an average of 0.75 pound/square yard or greater.
- B. Jute matting shall be 48 inches wide and weigh an average of 0.75 pounds/square yard or greater.
- C. Matting made of other material and providing equal or greater stabilization than the above may be submitted.

### 2.4 FILTER BERM MATERIALS

- A. Compost used for filter berms shall be weed, pathogen and insect free and free of any refuse, contaminants or other materials toxic to plant growth. They shall be derived from a well-decomposed source of organic matter and consist of a particles ranging from 1/4" to 3".

### 2.5 FILTER SOCK MATERIALS

- A. Compost used for filter socks shall be weed, pathogen and insect free and free of any refuse, contaminants or other materials toxic to plant growth. They shall be derived from a well-decomposed source of organic matter and consist of a particles ranging from 3/8" to 2".
- B. Filter Socks shall be 3 or 5 mil continuous, tubular, HDPE 3/8" knitted mesh netting material, filled with compost passing the above specifications for compost products.

2.6 TEMPORARY SEED MIXTURES

A. Temporary seeding mixtures shall comply with the following table:

Seeding Dates	Species	Lb./1000 ft2	Lb/Acre
March 1 to August 15	Oats	3	128 (4 Bushel)
	Tall Fescue	1	40
	Annual Ryegrass	1	40
	Perennial Ryegrass	1	40
	Tall Fescue	1	40
	Annual Ryegrass	1	40
	Annual Ryegrass	1.25	55
	Perennial Ryegrass	3.25	142
	Creeping Red Fescue	0.4	17
	Kentucky Bluegrass	0.4	17
	Oats	3	128 (3 bushel)
	Tall Fescue	1	40
Annual Ryegrass	1	40	
August 16th to November	Rye	3	112 (2 bushel)
	Tall Fescue	1	40
	Annual Ryegrass	1	40
	Wheat	3	120 (2 bushel)
	Tall Fescue	1	40
	Annual Ryegrass	1	40
	Perennial Rye	1	40
	Tall Fescue	1	40
	Annual Ryegrass	1	40
	Annual Ryegrass	1.25	40
	Perennial Ryegrass	3.25	40
	Creeping Red Fescue	0.4	40
Kentucky Bluegrass	0.4		
November 1 to Feb. 29	Use mulch only or dormant seeding.		
Note: Other approved species may be substituted.			

2.7 GEOTEXTILES FOR CONSTRUCTION ENTRANCES

A. Geotextiles utilized in the installation of construction entrances shall meet the following parameters:

Minimum Tensile Strength	200 lbs.
Minimum Puncture Strength	80 psi.
Minimum Tear Strength	50 lbs.
Minimum Burst Strength	320 psi.
Minimum Elongation	20%
Equivalent Opening Size	EOS < 0.6 mm.
Permittivity	$1 \times 10^{-3}$ cm/sec.

## PART 3 - EXECUTION

### 3.1 GENERAL WATER, EROSION AND SEDIMENT CONTROL

- A. CONTRACTOR shall grade site to drain and shall maintain excavations free of water. Provide, operate, and maintain pumping equipment.
- B. CONTRACTOR shall protect site from puddling or running water.
- C. CONTRACTOR shall provide erosion control measures as necessary to control discharge of sediment-laden water to surface waters and wetlands.
- D. CONTRACTOR shall use jute or synthetic netting, silt fences, straw bales, dikes, channels, check dams and other applicable measures to prevent erosion of soils disturbed by its construction operation.

### 3.2 INSTALLATION OF SEDIMENT BASINS

- A. Sediment basins shall be constructed and operational before upslope land disturbance begins.
- B. Site Preparation - The area under the embankment shall be cleared, grubbed, and stripped of any vegetation and root mat. The pool area shall be cleared as needed to facilitate sediment cleanout. Gullies and sharp breaks shall be sloped to no steeper than 1:1. The surface of the foundation area will be thoroughly scarified before placement of the embankment material.
- C. Cut-Off Trench -The cutoff trench shall be excavated along the centerline of the embankment. The minimum depth shall be 3 ft. unless specified deeper on the plans or as a result of site conditions. The minimum bottom width shall be 4 ft., but wide enough to permit operation of compaction equipment. The trench shall be kept free of standing water during backfill operations.
- D. Embankment -The fill material shall be free of all sod, roots, frozen soil, stones over 6 in. in diameter, and other objectionable material. The placing and spreading of the fill material shall be started at the lowest point of the foundation and the fill shall be brought up in approximately 6 in. horizontal layers or of such thickness that the required compaction can be obtained with the equipment used. Construction equipment shall be operated over each layer in a way that will result in the required compaction. Special equipment shall be used when the required compaction cannot be obtained without it. The moisture content of fill material shall be such that the required degree of compaction can be obtained with the equipment used.
- E. Pipe Spillway -The pipe conduit barrel shall be placed on a firm foundation to the lines and grades shown on the plans. Connections between the riser and barrel, the anti-seep collars and barrel and all pipe joints shall be watertight. Selected backfill material shall be placed around the conduit in layers and each layer shall be compacted to at least the same density as the adjacent embankment. All compaction within 2 ft. of the pipe spillway will be accomplished with hand-operated tamping equipment.

- F. Riser Pipe Base -The riser pipe shall be set a minimum of 6 in. in the concrete base.
- G. Trash Racks -The top of the riser shall be fitted with trash racks firmly fastened to the riser pipe.
- H. Emergency Spillway – The emergency spillway shall be cut in undisturbed ground. Accurate construction of the spillway elevation and width is critical and shall be within a tolerance of 0.2 ft.
- I. Seed and Mulch – The sediment basin shall be stabilized immediately following its construction. In no case shall the embankment or emergency spillway remain bare for more than 7 days.
- J. Sediment Cleanout -Sediment shall be removed and the sediment basin restored to its original dimensions when the sediment has filled one-half the pond’s original depth or as indicated on the plans. Sediment removed from the basin shall be placed so that it will not erode.
- K. Final removal - Sediment basins shall be removed after the upstream drainage area is stabilized or as indicated in the plans. Dewatering and removal shall NOT cause sediment to be discharged. The sediment basin site and sediment removed from the basin shall be stabilized.

### 3.3 INSTALLATION OF SEDIMENT TRAPS

- A. Work shall consist of the installation, maintenance and removal of all sediment traps at the locations designated on the drawings.
- B. Sediment traps shall be constructed to the dimensions specified on the drawings and operational prior to upslope land disturbance.
- C. The area beneath the embankment shall be cleared, grubbed and stripped of vegetation to a minimum depth of six (6) inches. The pool shall be cleared as needed to facilitate sediment cleanout.
- D. Fill used for the embankment shall be evaluated to assure its suitability and it must be free of roots or other woody vegetation, large rocks, organics or other objectionable materials. Fill material shall be placed in six (6) inch lifts and shall be compacted by traversing with a sheepsfoot or other approved compaction equipment. Fill height shall be increased five (5) percent to allow for structure/foundation settlement. Construction shall not be permitted if either the earthfill or compaction surface is frozen.
- E. The maximum height of embankment shall be five (5) feet. All cut and fill slopes shall be 2:1 (H:V) or flatter.
- F. A minimum storage volume below the crest of the outlet of 67 yd<sup>3</sup>. for every acre of contributing drainage area shall be achieved at each location noted on the drawings with additional sediment storage volume provided below this elevation.
- G. Temporary seeding shall be established and maintained over the useful life of the practice.

- H. The outlet for the sediment trap structure shall be constructed to the dimensions shown on the drawings.
- I. The outlet shall be constructed using the materials specified on the drawings. Where geotextile is used, all overlaps shall be a minimum of two (2) feet or as specified by the manufacturer, whichever is greater. All overlaps shall be made with the upper most layer placed last. Geotextile shall be keyed in at least 6" on the upstream side of the outlet.
- J. Warning signs and safety fence shall be placed around the traps and maintained over the life of the practice.
- K. After all sediment-producing areas have been permanently stabilized, the structure and all associated sediment shall be removed. Stable earth materials shall be placed in the sediment trap area and compacted. The area shall be graded to blend in with adjoining land surfaces and have positive drainage. The area shall be immediately seeded.

#### 3.4 INSTALLATION AND MAINTENANCE OF SILT FENCE

- A. Silt fence shall be constructed before upslope land disturbance begins.
- B. All silt fence shall be placed as close to the contour as possible so that water will not concentrate at low points in the fence and so that small swales or depressions that may carry small concentrated flows to the silt fence are dissipated along its length.
- C. Ends of the silt fences shall be brought upslope slightly so that water ponded by the silt fence will be prevented from flowing around the ends.
- D. Silt fence shall be placed on the flattest area available.
- E. Where possible, vegetation shall be preserved for 5 feet (or as much as possible) upslope from the silt fence. If vegetation is removed, it shall be reestablished within 7 days from the installation of the silt fence.
- F. The height of the silt fence shall be a minimum of 16 inches above the original ground surface.
- G. The silt fence shall be placed in an excavated or sliced trench cut a minimum of 6 inches deep. The trench shall be made with a trencher, cable laying machine, slicing machine, or other suitable device that will ensure an adequately uniform trench depth.
- H. The silt fence shall be placed with the stakes on the downslope side of the geotextile. A minimum of 8 inches of geotextile must be below the ground surface. Excess material shall lay on the bottom of the 6-inch deep trench. The trench shall be backfilled and compacted on both sides of the fabric.
- I. Seams between sections of silt fence shall be spliced together only at a support post with a minimum 6-in. overlap prior to driving into the ground.
- J. Silt fence shall allow runoff to pass only as diffuse flow through the geotextile. If runoff overtops the silt fence, flows under the fabric or around the fence ends, or in any other way allows a concentrated flow discharge, one of the following shall be performed, as

appropriate: 1) the layout of the silt fence shall be changed, 2) accumulated sediment shall be removed, or 3) other practices shall be installed.

- K. Sediment deposits shall be routinely removed when the deposit reaches approximately one-half of the height of the silt fence.
- L. Silt fences shall be inspected after each rainfall and at least daily during a prolonged rainfall. The location of existing silt fence shall be reviewed daily to ensure its proper location and effectiveness. If damaged, the silt fence shall be repaired immediately.

### 3.5 INSTALLATION OF STORM DRAIN INLET PROTECTION – EXCAVATED DROP INLET SEDIMENT PROTECTION

- A. The excavated trap should be sized to provide a minimum storage capacity calculated at the rate of 135 cubic yards for one (1) acre of drainage area. A trap should be no less than one (1) foot, nor more than two (2) feet deep measured from the top of the inlet structure. Side slopes should not be steeper than 2:1.
- B. The slopes of the trap may vary to fit the drainage area and terrain.
- C. Where the area receives concentrated flows, such as in a highway median, provide the trap with a shape having a 2:1 ratio of length to width, with the length oriented in the direction of the flow.
- D. Sediment should be removed and the trap restored to the original depth when the sediment has accumulated to 40% the design depth of the trap. Removed sediment should be spread in a suitable area and stabilized so it will not erode.
- E. During final grading, the inlet should be protected with geotextile-stone inlet protection. Once final grading is achieved, sod or a suitable temporary erosion control material shall be implemented to protect the area until permanent vegetation is established.

### 3.6 INSTALLATION OF STORM DRAIN INLET PROTECTION – GEOTEXTILE INLET PROTECTION

- A. Inlet protection shall be constructed either before upslope land disturbance begins or before the storm drain becomes operational.
- B. The earth around the inlet shall be excavated completely to a depth of at least 18 inches.
- C. The wooden frame shall be constructed of 2 inch by 4 inch construction grade lumber. The 2 inch by 4 inch posts shall be driven 1 foot into the ground at four corners of the inlet and 2 inch by 4 inch frame assembled using a lap joint. The top of the frame shall be at least 5 inches below adjacent road if ponded water would pose a safety hazard to traffic.
- D. Wire mesh shall be of sufficient strength to support fabric with water fully impounded against it. It shall be stretched tightly around the frame and fastened securely to the frame.

- E. Geotextiles shall have an equivalent opening size of 20-40 sieve and be resistant to sunlight. It shall be stretched tightly around the frame and fastened securely. It shall extend from the top of the frame to 18 inches below the inlet notch elevation. The geotextile shall overlap across one side of the inlet so the ends of the cloth are not fastened to the same post.
- F. Backfill shall be placed around the inlet in compacted 6 inch layers until the earth is even with notch elevation on ends and top elevation on sides.
- G. A compacted earth dike or check dam shall be constructed in the ditch line below the inlet if the inlet is not in a depression and if runoff bypassing the inlet will flow to setting pond. The top of earth dikes shall be at least 6 inches higher than the top of the frame.

### 3.7 INSTALLATION OF STORM DRAIN INLET PROTECTION – GEOTEXTILE-STONE INLET PROTECTION

- A. Inlet protection shall be constructed either before upslope land disturbance begins or before the inlet becomes functional.
- B. Geotextile and/or wire material shall be placed over the top of the storm sewer and approximately six (6) inches of 2-inch or smaller clean aggregate placed on top. Extra support for geotextile is provided by placing hardware cloth or wire mesh across the inlet cover. The wire should be no larger than ½" mesh and should extend an extra 12 inches across the top and sides of the inlet cover.
- C. Maintenance must be performed regularly, especially after storm events. When clogging of the stone or geotextile occurs, the material must be removed and replaced.

### 3.8 STORM DRAIN INLET PROTECTION – GEOTEXTILE-STONE INLET PROTECTION FOR CURB INLETS

- A. Inlet protection shall be constructed either before upslope land disturbance begins or before the inlet becomes functional.
- B. Construct a wooden frame of 2-by-4-in. construction-grade lumber. The end spacers shall be a minimum of 1 ft. beyond both ends of the throat opening. The anchors shall be nailed to 2-by-4-in. stakes driven on the opposite side of the curb.
- C. The wire mesh shall be of sufficient strength to support fabric and stone. It shall be a continuous piece with a minimum width of 30 in. and 4 ft. longer than the throat length of the inlet, 2 ft. on each side.
- D. Geotextile cloth shall have an equivalent opening size (EOS) of 20-40 sieve and be resistant to sunlight. It shall be at least the same size as the wire mesh.
- E. The wire mesh and geotextile cloth shall be formed to the concrete gutter and against the face of the curb on both sides of the inlet and securely fastened to the 2-by-4-in. frame.
- F. Two-inch stone shall be placed over the wire mesh and geotextile in such a manner as to prevent water from entering the inlet under or around the geotextile cloth.

- G. This type of protection must be inspected frequently and the stone and/or geotextile replaced when clogged with sediment.

### 3.9 INSTALLATION OF STORM DRAIN INLET PROTECTION – BLOCK AND GRAVEL DROP INLET FILTER

- A. Place 4-inch by 8-inch by 12-inch concrete blocks lengthwise on their sides in a single row around the perimeter of the inlet, with the ends of adjacent blocks abutting. The height of the barrier can be varied, depending upon the design needs, by stacking combinations of the same size blocks. The barrier of blocks should be at least 12-inches high but no greater than 24-inches high.
- B. Wire mesh should be placed over the outside vertical face (webbing) of the concrete blocks to prevent stone from being washed through the block cores. Hardware cloth or comparable wire mesh with ½-inch openings should be used.
- C. Two-inch stone should be piled against the wire to the top of the block barrier, as shown below.
- D. If the stone filter becomes clogged with sediment so that it no longer adequately performs its function, pull stone away from the blocks, clean and/or replace.

### 3.10 INSTALLATION AND MAINTENANCE OF FILTER BERM

- A. Filter berms will be placed on a level line across slopes, generally parallel to the base of the slope or other affected area. On slopes approaching 2:1, additional berms shall be provided at the top and as needed mid-slope.
- B. Filter berms are not to be used in concentrated flow situations or in runoff channels.
- C. Maintenance – Inspect filter berms after each significant rain, maintaining the berms in a functional condition at all times. Remove sediments collected at the base of the filter berms when they reach 1/3 of the exposed height of the practice. Where the filter berm deteriorates or fails it will be, it will be repaired or replaced with a more effective alternative.
- D. Removal – Filter berms no longer needed will be dispersed on site in a manner that will facilitate seeding.

### 3.11 INSTALLATION AND MAINTENANCE OF FILTER SOCK

- A. Filter socks will be placed on a level line across slopes, generally parallel to the base of the slope or other affected area. On slopes approaching 2:1, additional socks shall be provided at the top and as needed mid-slope.
- B. Filter socks intended to be left as a permanent filter or part of the natural landscape, shall be seeded at the time of installation for establishment of permanent vegetation.
- C. Filter Socks are not to be used in concentrated flow situations or in runoff channels.

- D. Routinely inspect filter socks after each significant rain, maintaining filter socks in a functional condition at all times.
- E. Remove sediments collected at the base of the filter socks when they reach 1/3 of the exposed height of the practice.
- F. Where the filter sock deteriorates or fails, it will be repaired or replaced with a more effective alternative.
- G. Filter socks will be dispersed on site when no longer required in such a way as to facilitate and not obstruct seedings.

### 3.12 INSTALLATION OF ROCK CHECK DAMS

- A. The check dam shall be constructed of 4-8 inch diameter stone, placed so that it completely covers the width of the channel. ODOT Type D stone is acceptable, but should be underlain with a gravel filter consisting of ODOT No. 3 or 4 or suitable filter fabric.
- B. Maximum height of check dam shall not exceed 3.0 feet.
- C. The midpoint of the rock check dam shall be a minimum of 6 inches lower than the sides in order to direct across the center and away from the channel sides.
- D. The base of the check dam shall be entrenched approximately 6 inches.
- E. Spacing of check dams shall be in a manner such that the toe of the upstream dam is at the same elevation as the top of the downstream dam.
- F. A Splash Apron shall be constructed where check dams are expected to be in use for an extended period of time, a stone apron shall be constructed immediately downstream of the check dam to prevent flows from undercutting the structure. The apron should be 6 in. thick and its length two times the height of the dam.
- G. Stone placement shall be performed either by hand or mechanically as long as the center of check dam is lower than the sides and extends across entire channel.
- H. Side slopes shall be a minimum of 2:1.

### 3.13 INSTALLATION OF SLOPE DRAINS

- A. The slope drain shall be constructed on a minimum slope of 3 percent.
- B. All points along the top of the dike/earthfill for the storage area shall be at least one (1) foot higher than the top of the inlet pipe.
- C. The pipe drain may be constructed of corrugated metal or PVC pipe. All pipe connections shall be watertight. Flexible tubing may be used, provided rigid pipe is use for the inlet, the flexible tubing is of the same diameter as the inlet, and pipe connections are made with metal strapping or watertight connecting collars. The flexible pipe shall be constructed with hold down apparatus spaced on 10 foot centers for anchoring the pipe.

- D. The entrance to the pipe shall be a hooded type.
- E. The soil around and/or under the pipe shall be placed in 4-inch layers and hand compacted to the top of the earth dike.
- F. A riprap apron shall be installed at the pipe outlet where clean water is discharged into a stabilized area or drainageway.

3.14 INSTALLATION OF TEMPORARY DIVERSIONS

- A. Drainage area should not exceed 10 acres. Larger areas require a more extensive design.
- B. The channel cross section may be parabolic or trapezoidal. Disk the base of the dike before placing fill. Build the dike 10% higher than designed for settlement. The dike shall be compacted by traversing with tracked earth-moving equipment.
- C. The minimum cross section of the levee or dike will be as follows: (Minimum design freeboard shall be 0.3 foot.) Where construction traffic will cross, the top width may be made wider and the side slopes flatter than specified below.

Dike Top Width (ft.)	Height (ft.)	Side Slopes	Shape
0	1.5	4.1	Trapezoidal
4	1.5	2.1	Parabolic

- D. The grade may be variable depending upon the topography, but must have a positive drainage to the outlet and be stabilized to be non-erosive.

Temporary Diversion Stabilization Treatment			
Diversion Slope	< 2 acres	2 – 5 acres	5 – 10 acres
0 – 3 %	Seed and straw	Seed and straw	Seed and straw
3 – 5%	Seed and straw	Seed and straw	Matting
5 – 8%	Seed and straw	Matting	Matting
8 – 20%	Seed and straw	Matting	Engineered
Note: Diversions with steeper slopes or greater drainage areas are beyond the scope of this standard and must be designed for stability. Seed, straw and matting used shall meet the Specifications for Temporary Seeding, Mulching and Matting.			

- E. Outlet runoff onto a stabilized area, into a properly designed waterway, grade stabilization structure, or sediment trapping facility.
- F. Diversions shall be seeded and mulched in accordance with the requirements outlined herein as soon as they are constructed or other suitable stabilization shall be applied in order to preserve dike height and reduce maintenance.

3.15 INSTALLATION OF TEMPORARY DIVERSIONS ABOVE STEEP SLOPES

- A. Drainage area should not exceed 5 acres. Larger areas require a more extensive design.

- B. The channel cross section may be parabolic, v-shaped, or trapezoidal. Disk the base of the dike before placing fill. Build the dike 10% higher than designed for settlement. The dike shall be compacted by traversing with tracked earth-moving equipment.
- C. The minimum cross section of the levee or dike will be as follows: (Minimum design freeboard shall be 0.3 foot.)

Dike Top Width (ft.)	Height (ft.)	Side Slopes	Shape
0	1.5	4.1	Trapezoidal
4	1.5	2.1	Parabolic

- D. The grade may be variable depending upon the topography, but must have a positive drainage to the outlet and be stabilized to be non-erosive.

Temporary Diversion Stabilization Treatment			
Diversion Slope	< 2 acres	2 – 5 acres	5 – 10 acres
0 – 3 %	Seed and straw	Seed and straw	Seed and straw
3 – 5%	Seed and straw	Seed and straw	Matting
5 – 8%	Seed and straw	Matting	Matting
8 – 20%	Seed and straw	Matting	Engineered
Note: Diversions with steeper slopes or greater drainage areas are beyond the scope of this standard and must be designed for stability. Seed, straw and matting used shall meet the Specifications for Temporary Seeding, Mulching and Matting.			

- E. Outlet runoff onto a stabilized area, settling pond, or into a drop structure.
- F. Diversions shall be seeded and mulched in accordance with the requirements specified herein as soon as they are constructed or other suitable stabilization shall be applied in order to preserve dike height and reduce maintenance.

### 3.16 EROSION CONTROL METHODS FOR INSTALLATION OF STREAM UTILITY CROSSINGS

- A. When site conditions allow, one of the following shall be used to divert stream flow or keep the flow away from construction activity.
  1. Drill or bore the utility lines under the stream channel.
  2. Construct a cofferdam or barricade of sheet pilings, sandbags or a turbidity curtain to keep flow from moving through the disturbed area. Turbidity curtains shall be a pre-assembled system and used only parallel to flow.
  3. Stage construction by confining first one-half of the channel until work there is completed and stabilized, then move to the other side to complete the crossing.
  4. Route the stream flow around the work area by bridging the trench with a rigid culvert, pumping, or constructing a temporary channel. Temporary channels shall be stabilized by rock or a geotextile completely lining the channel bottom and side slopes.
- B. Crossing Width -The width of clearing shall be minimized through the riparian area. The

limits of disturbance shall be as narrow as possible including not only construction operations within the channel itself but also clearing done through the vegetation growing on the streambanks.

- C. Clearing shall be done by cutting NOT grubbing. The roots and stumps shall be left in place to help stabilize the banks and accelerate revegetation.
- D. Material excavated from the trench shall be placed at least 20 ft. from the streambanks.
- E. To the extent other constraints allow, stream shall be crossed during periods of low flow.
- F. Duration of Construction -The time between initial disturbance of the stream and final stabilization shall be kept to a minimum. Construction shall not begin on the crossing until the utility line is in place to within 10 ft. of the streambank.
- G. Fill Placed Within the Channel -The only fill permitted in the channel should be clean aggregate, stone or rock. No soil or other fine erodible material shall be placed in the channel. This restriction includes all fill for temporary crossings, diversions, and trench backfill when placed in flowing water. If the stream flow is diverted away from construction activity the material originally excavated from the trench may be used to backfill the trench.
- H. Streambank Restorations -Streambanks shall be restored to their original line and grade and stabilized with riprap or vegetative bank stabilization.
- I. Runoff Control Along the Right-of-Way -To prevent sediment-laden runoff from flowing to the stream, runoff shall be diverted with water bar or swales to a sediment trapping practice a minimum of 50 ft. from the stream.
- J. Sediment laden water from pumping or dewatering or pumping shall not be discharged directly to a stream. Flow shall be routed through a settling pond, dewatering sump or a flat, well-vegetated area adequate for removing sediment before the pumped water reaches the stream.
- K. Dewatering operations shall not cause significant reductions in stream temperatures. If groundwater is to be discharged in high volumes during summer months, it shall first be routed through a settling pond or overland though a flat well-vegetated area.
- L. Permits -In addition to these specifications, stream crossings shall conform to the rules and regulations of the U.S. Army Corps of Engineers for in-stream modifications (404 permits) and Ohio Environmental Protection Agency's State Water Quality Certification (401 permits).

### 3.17 INSTALLATION OF CULVERT STREAM CROSSING

- A. Stream Disturbance -Disturbance to the stream shall be kept to a minimum. Streambank vegetation shall be preserved to the maximum extent practical and the stream crossing shall be as narrow as practical.
- B. Clearing shall be done by cutting NOT grubbing. The roots and stumps shall be left in

place to help stabilize the banks and accelerate revegetation.

- C. To minimize interference with fish spawning and migration, crossing construction should be avoided where practical from March 15 through June 15.
- D. Water shall not be allowed to flow along the road directly to the stream. Diversions and swales shall direct runoff away from the access road to a sediment-control practice.
- E. Placement -Culverts shall be placed on the existing streambed to avoid a drop or waterfall at the downstream end of the pipe, which would be a barrier to fish migration. Crossings shall be made in shallow areas rather than deep pools where possible.
- F. Culvert Size -Culvert diameter shall be at least three times the depth of normal stream flow at the point of the stream crossing. If the crossing must be placed in deep, slow-moving pools, the culvert diameter may be reduced to twice the depth of normal stream flow. The minimum size culvert that may be used is 18 in.
- G. Number of Culverts -There shall be sufficient number of culverts to completely cross the stream channel from streambank to streambank with no more than a 12-in. space between each one.
- H. Fill and Surface Material -All material placed in the stream channel, around the culverts and on the surface of the crossing shall be stone, rock or aggregate. ODOT No. 1 shall be the minimum acceptable size. To prevent washouts, larger stone and rock may be used and they may be placed in gabion mattresses. No soil shall be used in the construction of a stream crossing or placed in the stream channel.
- I. Removal -Aggregate stone and rock used for this structure does not need to be removed. Care should be taken so that any aggregate left does not create an impoundment or impede fish passage. All pipes, culverts, gabions or structures must be removed.
- J. Stabilization -Streambanks shall be stabilized. Plantings shall include woody vegetation where practical.

### 3.18 INSTALLATION OF TEMPORARY STREAM FORD

- A. Timing -No construction or removal of a temporary stream ford will be permitted on perennial streams from March 15 through June 15 to minimize interference with fish spawning and migration.
- B. Stream Disturbance -Disturbance to the stream shall be kept to a minimum. Streambank vegetation shall be preserved to the maximum extent practical and the stream crossing shall be as narrow as practical. Clearing shall be done by cutting NOT grubbing where possible.
- C. Surface Runoff -Water shall not be allowed to flow along the road directly to the stream. Diversions and swales shall direct runoff away from the access road to a sediment-control practice.
- D. Fill and Surface Material -All material placed in the stream channel shall be stone, rock or aggregate. ODOT No. 1 shall be the minimum acceptable size. Larger stone and rock

may be used. No soil shall be used in the construction of a stream ford or placed in the stream channel.

- E. Removal - Aggregate, stone and rock used for the stream crossing shall NOT be removed but shall be formed so it does not create an impoundment, impede fish passage, or cause erosion of streambanks.
- F. Stabilization -Streambanks shall be stabilized. Plantings shall include woody vegetation where practical.

### 3.19 INSTALLATION OF A WATER BAR

- A. The minimum water bar dimensions shall be:
  - 1. Top width of berm/dike – 2 feet minimum.
  - 2. Height/depth – 18 inches unless otherwise noted on plans.
  - 3. Side Slopes – Sufficiently flat to accommodate the expected traffic.
- B. The spacing between water bars shall be as follows:

Road Grade (%)	Distance (Ft.)
1	400
2	250
5	135
10	80
15	60
20	45

- C. The field location shall be adjusted as needed to provide a stabilized safe outlet.
- D. The diverted runoff shall be directed onto an undisturbed vegetative area, to a settling trap or basin or trap if contributing area is stable.
- E. Diversions/dikes shall be compacted by traversing with equipment during construction.
- F. The water bars shall be angled slightly downslope across the centerline of the travel lane.

### 3.20 EROSION CONTROL METHODS RELATED TO DEWATERING OPERATIONS

- A. A de-watering plan shall be developed prior to the commencement of any pumping activities.
- B. The de-watering plan shall include all pumps and related equipment necessary for the dewatering activities and designate areas for placement of practices. Outlets for practices shall be protected from scour either by riprap protection, fabric liner, or other acceptable method of outlet protection.
- C. Water that is not discharged into a settling/treatment basin but directly into waters of the state shall be monitored hourly. Discharged water shall be within +/- 5° F of the receiving waters.

- D. Settling basins shall not be greater than four (4) feet in depth. The basin shall be constructed for sediment storage as outlined herein for a Sediment Basin Or Sediment Trap. The inlet and outlet for the basin shall be located at the furthest points of the storage. A floating outlet shall be used to ensure that settled solids do not re-suspend during the discharge process. The settling basin shall be cleaned out when the storage has been reduced by 50% of its original capacity.
- E. All necessary National, State and Local permits shall be secured prior to discharging into waters of the state.

### 3.21 TREE AND NATURAL PRESERVATION AREAS

- A. Tree and natural preservation areas shall be fenced prior to beginning clearing operations.
- B. Fence materials shall be metal fence posts with two strands of high tensile wire, plastic fence or snow fence.
- C. Signage shall clearly identify the tree and natural preservation area and state that no clearing or equipment is allowed within it.
- D. Fence shall be placed as shown on plans and beyond the drip line or canopy of trees to be protected.
- E. If any clearing is done around specimen trees it shall be done by cutting at ground level with hand held tools and shall not be grubbed or pulled out. No clearing shall be done in buffer strips or other preserved forested areas.
- F. If any clearing is done around specimen trees it shall be done by cutting at ground level with hand held tools and shall not be grubbed or pulled out. No clearing shall be done in buffer strips or other preserved forested areas.
- G. No filling or stockpiling of materials shall occur within the tree protection area, including deposition of sediment.

### 3.22 TREE PROTECTION DURING UTILITY INSTALLATION

- A. Where utilities must run through a tree's dripline are, tunneling should be used to minimize root damage. Tunneling should be performed at a minimum depth of 24 inches for trees less than 12 inches in diameter or at a minimum depth of 36 inches for larger diameter trees.
- B. Where tunneling will be performed within the dripline of a tree, the tunnel should be placed a minimum of 2 feet away from the tree trunk to avoid taproots.
- C. Minimize excavation or trenching within the dripline of the tree. Route trenches around the dripline of trees.
- D. Roots two inches or larger that are severed by trenching should be sawn off neatly in order to encourage new growth and discourage decay.

- E. Soil excavated during trenching shall be piled on the side away from the tree.
- F. Roots shall be kept moist while trenches are open and refilled immediately after utilities are installed or repaired.

### 3.23 INSTALLATION OF CONSTRUCTION ENTRANCES

- A. Stone Size—ODOT # 2 (1.5-2.5 inch) stone shall be used, or recycled concrete equivalent.
- B. Length—The Construction entrance shall be as long as required to stabilize high traffic areas but not less than 70 ft. (exception: apply 30 ft. minimum to single residence lots).
- C. Thickness -The stone layer shall be at least 6 inches thick for light duty entrances or at least 10 inches for heavy duty use.
- D. Width -The entrance shall be at least 14 feet wide, but not less than the full width at points where ingress or egress occurs.
- E. Geotextile -A geotextile shall be laid over the entire area prior to placing stone. It shall be composed of strong rot-proof polymeric fibers and meet the material specifications outlined above.
- F. Timing—The construction entrance shall be installed as soon as is practicable before major grading activities.
- G. Culvert -A pipe or culvert shall be constructed under the entrance if needed to prevent surface water from flowing across the entrance or to prevent runoff from being directed out onto paved surfaces.
- H. Water Bar -A water bar shall be constructed as part of the construction entrance if needed to prevent surface runoff from flowing the length of the construction entrance and out onto paved surfaces.
- I. Maintenance -Top dressing of additional stone shall be applied as conditions demand. Mud spilled, dropped, washed or tracked onto public roads, or any surface where runoff is not checked by sediment controls, shall be removed immediately. Removal shall be accomplished by scraping or sweeping.
- J. Construction entrances shall not be relied upon to remove mud from vehicles and prevent off-site tracking. Vehicles that enter and leave the construction-site shall be restricted from muddy areas.
- K. Removal—the entrance shall remain in place until the disturbed area is stabilized or replaced with a permanent roadway or entrance.

### 3.24 DUST CONTROL OPERATIONS

- A. Vegetative Cover and/mulch – Apply temporary or permanent seeding and mulch to areas that will remain idle for over 21 days. Saving existing trees and large shrubs will also

reduce soil and air movement across disturbed areas. See Temporary Seeding; Permanent Seeding; Mulching Practices; and Tree and Natural Area Protection practices.

- B. Watering – Spray site with water until the surface is wet before and during grading and repeat as needed, especially on haul roads and other heavy traffic routes. Watering shall be done at a rate that prevents dust but does not cause soil erosion. Wetting agents shall be utilized according to manufacturer’s instructions.
- C. Spray-On Adhesives – Apply adhesive according to the following table or manufacturers’ instructions.

Adhesive	Water Dilution (Adhesive: Water)	Nozzle Type	Application Rate Gal./Ac.
Latex Emulsion	12.5:1	Fine	235
Resin in Water Acrylic Emulsion (No-traffic)	4:1	Fine	300
Acrylic Emulsion (No-traffic)	7:1	Coarse	450
Acrylic Emulsion (Traffic)	3.5:1	Coarse	350

- D. Stone – Graded roadways and other suitable areas will be stabilized using crushed stone or coarse gravel as soon as practicable after reaching an interim or final grade. Crushed stone or coarse gravel can be used as a permanent cover to provide control of soil emissions.
- E. Barriers – Existing windbreak vegetation shall be marked and preserved. Snow fencing or other suitable barrier may be placed perpendicular to prevailing air currents at intervals of about 15 times the barrier height to control air currents and blowing soil.
- F. Calcium Chloride - This chemical may be applied by mechanical spreader as loose, dry granules or flakes at a rate that keeps the surface moist but not so high as to cause water pollution or plant damage. Application rates should be strictly in accordance with suppliers’ specified rates.
- G. Operation and Maintenance - When Temporary Dust Control measures are used; repetitive treatment should be applied as needed to accomplish control.
- H. Street Cleaning - Paved areas that have accumulated sediment from construction should be cleaned daily, or as needed, utilizing a street sweeper or bucket -type endloader or scraper.

### 3.25 GRADE TREATMENT (SLOPE ROUGHENING) FOR EROSION CONTROL

- A. Cut Slopes-Greater than 3:1 Slopes
  - 1. Stair-step grading may be carried out on any material soft enough to be ripped with a bulldozer. The ratio of the horizontal distance to the vertical cut distance shall be flatter than 1:1 and the horizontal portion of the “step” shall slope toward the

vertical wall. Individual vertical cuts shall not be more than 24 inches on soft soil materials and not more than 36 inches in rocky materials.

2. Grooving may be made with any appropriate implement which can be safely operated on the slope and which will not cause undue compaction. Suggested implements include discs, tillers, spring harrows, and the teeth on a front-end loader bucket. Such grooves shall not be less than 3 inches deep nor further than 15 inches apart.

B. Fill Slopes-Greater than 3:1 Slopes - Fill slopes steeper than 3:1 shall be grooved or allowed to remain rough as they are constructed utilizing one of the following methods:

1. Grooving may be made with any appropriate implement which can be safely operated on the slope and which will not cause undue compaction such as discs, tillers, spring harrows, and the teeth on a front-end loader bucket. Grooves left shall not be less than 3 inches deep nor further than 15 inches apart.
2. As lifts of the fill are constructed, soil and rock materials may be allowed to fall naturally onto the slope surface. At no time shall slopes be bladed or scraped to produce a smooth, hard surface.

C. Cuts, Fills, and Graded Areas Which Will Be Mowed

1. Mowed slopes should not be steeper than 3:1 and shall avoid excessive roughness. These areas may be roughened with shallow grooves such as those, which remain after tilling, discing, harrowing, raking, or use of a cultipacker-seeder. The final pass of any such tillage implement shall be on the contour (perpendicular to the slope).
2. Grooves formed by implements shall be not less than 1 inch deep and not further than 12 inches apart. Fill slopes that are left rough during construction may be smoothed with a chain harrow or similar implement to facilitate mowing.

D. Roughening With Tracked Machinery

1. Avoid tracking clayey soils if possible, due to their potential for compaction. Conversely sandy soils will have low potential for compaction.
2. Operate tracked machinery up and down the slope to leave horizontal depressions in the soil. As few passes of the machinery should be made as possible to minimize compaction.

### 3.26 EROSION CONTROL DURING TOPSOILING OPERATIONS

A. Salvaging and Stockpiling

1. Determine the depth and suitability of topsoil at the site. (For help, contact your local SWCD office to obtain a county soil survey report).
2. Prior to stripping topsoil, install appropriate downslope erosion and sedimentation controls such as sediment traps and basins.
3. Remove the soil material no deeper than what the county soil survey describes as "surface soil" (ie. A or Ap horizon).
4. Construct stockpiles in accessible locations that do not interfere with natural

drainage. Install appropriate sediment controls to trap sediment such as silt fence immediately adjacent to the stockpile or sediment traps or basins downstream of the stockpile. Stockpile side slopes shall not exceed a ratio of 2:1.

5. If topsoil is stored for more than 21 days, it should be temporary seeded, or covered with a tarp.

B. Spreading the Topsoil

1. Prior to applying topsoil, the topsoil should be pulverized.
2. To ensure bonding, grade the subsoil and roughen the top 3-4 in. by disking.
3. Do not apply when site is wet, muddy, or frozen, because it makes spreading difficult, causes compaction problems, and inhibits bonding with subsoil.
4. Apply topsoil evenly to a depth of at least 4 inches and compact slightly to improve contact with subsoil.
5. After spreading, grade and stabilize with seeding or appropriate vegetation.

### 3.27 TEMPORARY SEEDING OPERATIONS FOR EROSION CONTROL

- A. Structural erosion and sediment control practices such as diversions and sediment traps shall be installed and stabilized with temporary seeding prior to grading the rest of the construction site.
- B. Temporary seed shall be applied between construction operations on soil that will not be graded or reworked for 21 days or greater. These idle areas shall be seeded within 7 days after grading.
- C. The seedbed should be pulverized and loose to ensure the success of establishing vegetation. Temporary seeding should not be postponed if ideal seedbed preparation is not possible.
- D. Soil Amendments—Temporary vegetation seeding rates shall establish adequate stands of vegetation, which may require the use of soil amendments. Base rates for lime and fertilizer shall be used.
- E. Seeding Method—Seed shall be applied uniformly with a cyclone spreader, drill, cultipacker seeder, or hydroseeder. When feasible, seed that has been broadcast shall be covered by raking or dragging and then lightly tamped into place using a roller or cultipacker. If hydroseeding is used, the seed and fertilizer will be mixed on-site and the seeding shall be done immediately and without interruption.

### 3.28 MULCHING OF TEMPORARY SEEDING AREAS

- A. Applications of temporary seeding shall include mulch, which shall be applied during or immediately after seeding. Seedings made during optimum seeding dates on favorable, very flat soil conditions may not need mulch to achieve adequate stabilization.
- B. Materials:
  1. Straw—If straw is used, it shall be unrotted small-grain straw applied at a rate of 2 tons per acre or 90 lbs./ 1,000 sq. ft. (2-3 bales)

2. Hydroseeders—If wood cellulose fiber is used, it shall be used at 2000 lbs./ ac. or 46 lb./ 1,000-sq.-ft.
  3. Other—Other acceptable mulches include mulch mattings applied according to manufacturer’s recommendations or wood chips applied at 6 ton/ ac.
- C. Straw Mulch shall be anchored immediately to minimize loss by wind or water. Anchoring methods:
1. Mechanical—A disk, crimper, or similar type tool shall be set straight to punch or anchor the mulch material into the soil. Straw mechanically anchored shall not be finely chopped but left to a length of approximately 6 inches.
  2. Mulch Netting—Netting shall be used according to the manufacturers recommendations. Netting may be necessary to hold mulch in place in areas of concentrated runoff and on critical slopes.
  3. Synthetic Binders—Synthetic binders such as Acrylic DLR (Agri-Tac), DCA-70, Petroset, Terra Track or equivalent may be used at rates recommended by the manufacturer.
  4. Wood-Cellulose Fiber—Wood-cellulose fiber binder shall be applied at a net dry wt. of 750 lb./ac. The wood-cellulose fiber shall be mixed with water and the mixture shall contain a maximum of 50 lb. / 100 gal.

### 3.29 MULCHING FOR EROSION CONTROL

- A. Mulch and other appropriate vegetative practices shall be applied to disturbed areas within 7 days of grading if the area is to remain dormant (undisturbed) for more than 21 days or on areas and portions of the site which can be brought to final grade.
- B. Mulch shall consist of one of the following:
1. Straw - Straw shall be unrotted small grain straw applied at the rate of 2 tons/ac. or 90 lb./1,000 sq. ft. (two to three bales). The straw mulch shall be spread uniformly by hand or mechanically so the soil surface is covered. For uniform distribution of hand-spread mulch, divide area into approximately 1,000 sq.ft. sections and place two 45-lb. bales of straw in each section.
  2. Hydroseeders - Wood cellulose fiber should be used at 2,000 lb./ac. or 46 lb./1,000 sq. ft.
  3. Other - Acceptable mulches include mulch mattings and rolled erosion control products applied according to manufacturer’s recommendations or wood mulch/chips applied at 10-20 tons/ac.
- C. Mulch Anchoring - Mulch shall be anchored immediately to minimize loss by wind or runoff. The following are acceptable methods for anchoring mulch.
1. Mechanical - Use a disk, crimper, or similar type tool set straight to punch or anchor the mulch material into the soil. Straw mechanically anchored shall not be finely chopped but be left generally longer than 6 inches.
  2. Mulch Nettings - Use according to the manufacturer’s recommendations, following all placement and anchoring requirements. Use in areas of water concentration and steep slopes to hold mulch in place.

3. Synthetic Binders - For straw mulch, synthetic binders such as Acrylic DLR (Agri-Tac), DCA-70, Petroset, Terra Tack or equal may be used at rates recommended by the manufacturer. All applications of Synthetic Binders must be conducted in such a manner where there is no contact with waters of the state.
4. Wood Cellulose Fiber - Wood cellulose fiber may be used for anchoring straw. The fiber binder shall be applied at a net dry weight of 750 lb./acre. The wood cellulose fiber shall be mixed with water and the mixture shall contain a maximum of 50 lb./100 gal. of wood cellulose fiber.

### 3.30 INSTALLATION OF TEMPORARY ROLLED EROSION CONTROL PRODUCT (EROSION CONTROL MATTING)

- A. Channel/Slope Soil Preparation Grade and compact area of installation, preparing seedbed by loosening 2"-3" of topsoil above final grade. Incorporate amendments such as lime and fertilizer into soil. Remove all rocks, clods, vegetation or other debris so that installed RECP will have direct contact with the soil surface.
- B. Channel/Slope Seeding Apply seed to soil surface prior to installation. All check slots, anchor trenches, and other disturbed areas must be reseeded. Refer to the Permanent Seeding specification for seeding recommendations.
- C. Slope Installation
  1. Excavate top and bottom trenches (12"x6"). Intermittent erosion check slots (6"x6") may be required based on slope length. Excavate top anchor trench 2' x 3' over crest of the slope.
  2. If intermittent erosion check slots are required, install RECP in 6"x6" slot at a maximum of 30' centers or the mid-point of the slope. RECP should be stapled into trench on 12" centers.
  3. Install RECP in top anchor trench, anchor on 12" spacings, backfill and compact soil.
  4. Unroll RECP down slope with adjacent rolls overlapped a minimum of 3". Anchor the seam every 18". Lay the RECP loose to maintain direct soil contact, do not pull taught.
  5. Overlap roll ends a minimum of 12" with upslope RECP on top for a shingle effect. Begin all new rolls in an erosion check slot if required, double anchor across roll every 12".
  6. Install RECP in bottom anchor trench (12"x6"), anchor every 12". Place all other staples throughout slope at 1 to 2.5 per square yard dependent on slope. Refer to manufacturer's anchor guide.
- D. Channel Installation
  1. Excavate initial anchor trench (12"x6") across the lower end of the project area.
  2. Excavate intermittent check slots (6"x6") across the channel at 30' intervals along the channel.
  3. Excavate longitudinal channel anchor slots (4"x4") along both sides of the channel to bury the edges. Whenever possible extend the RECP 2'-3' above the crest of channel side slopes.

4. Install RECP in initial anchor trench (downstream) anchor every 12", backfill and compact soil.
5. Roll out RECP beginning in the center of the channel toward the intermittent check slot. Do not pull taught. Unroll adjacent rolls upstream with a 3" minimum overlap (anchor every 18") and up each channel side slope.
6. At top of channel side slopes install RECP in the longitudinal anchor slots, anchor every 18".
7. Install RECP in intermittent check slots. Lay into trench and secure with anchors every 12", backfill with soil and compact.
8. Overlap roll ends a minimum of 12" with upstream RECP on top for a shingling effect. Begin all new rolls in an intermittent check slot, double anchored every 12".
9. Install upstream end in a terminal anchor trench (12"x6"); anchor every 12", backfill and compact.
10. Complete anchoring throughout channel at 2.5 per square yard using suitable ground anchoring devices (U shaped wire staples, metal geotextile pins, plastic stakes, and triangular wooden stakes). Anchors should be of sufficient length to resist pullout. Longer anchors may be required in loose sandy or gravelly soils.

### 3.31 INSTALLATION OF TURF REINFORCEMENT MATTING (PERMANENT ROLLED EROSION CONTROL PRODUCTS)

- A. Channel/Slope Soil Preparation Grade and compact area of installation, preparing seedbed by loosening 2"-3" of topsoil above final grade. Incorporate amendments such as lime and fertilizer into soil. Remove all rocks, clods, vegetation or other debris so that installed TRM will have direct contact with the soil surface.
- B. Channel/Slope Seeding Apply seed to soil surface prior to installation. All check slots, anchor trenches, and other disturbed areas must be reseeded. Refer to the Permanent Seeding specification for seeding recommendations.
- C. Slope Installation
  1. Excavate top and bottom trenches (12"x6"). Intermittent erosion check slots (6"x6") may be required based on slope length. Excavate top anchor trench 2' x 3' over crest of the slope.
  2. If intermittent erosion check slots are required install Turf Reinforcement Matting (TRM) in 6"x6" slot at a maximum of 30' centers or the mid point of the slope. TRM should be stapled into trench on 12" centers.
  3. Install TRM in top anchor trench, anchor on 12" spacings, backfill and compact soil.
  4. Unroll TRM down slope with adjacent rolls overlapped a minimum of 3". Anchor the seam every 18". Lay the TRM loose to maintain direct soil contact, do not pull taught.
  5. Overlap roll ends a minimum of 12" with upslope TRM on top for a shingle effect. Begin all new rolls in an erosion check slot if required, double anchor across roll every 12".
  6. Install TRM in bottom anchor trench (12"x6"), anchor every 12". Place all other staples throughout slope at 1 to 2.5 per square yard dependant on slope. Refer to

manufacturer's anchor guide.

D. Channel Installation

1. Excavate initial anchor trench (12"x6") across the lower end of the project area.
2. Excavate intermittent check slots (6"x6") across the channel at 30' intervals along the channel.
3. Excavate longitudinal channel anchor slots (4"x4") along both sides of the channel to bury the edges. Whenever possible extend the TRM 2'-3' above the crest of channel side slopes.
4. Install TRM in initial anchor trench (downstream) anchor every 12", backfill and compact soil.
5. Roll out TRM beginning in the center of the channel toward the intermittent check slot. Do not pull taught. Unroll adjacent rolls upstream with a 3" minimum overlap (anchor every 18") and up each channel side slope.
6. At top of channel side slopes install TRM in the longitudinal anchor slots, anchor every 18".
7. Install TRM in intermittent check slots. Lay into trench and secure with anchors every 12", backfill with soil and compact.
8. Overlap roll ends a minimum of 12" with upstream TRM on top for a shingling effect. Begin all new rolls in an intermittent check slot, double anchored every 12".
9. Install upstream end in a terminal anchor trench (12"x6"); anchor every 12", backfill and compact.
10. Complete anchoring throughout channel at 2.5 per square yard using suitable ground anchoring devices (U shaped wire staples, metal geotextile pins, plastic stakes, and triangular wooden stakes). Anchors should be of sufficient length to resist pullout. Longer anchors may be required in loose sandy or gravelly soils.

3.32 GENERAL SMALL CONSTRUCTION SITE CONTROLS

- A. Preexisting vegetation shall be retained on idle portions of the building area for as long as construction operations allow. Clearing shall be done so only active working areas are bare.
- B. Temporary seed and/or mulch shall be applied to areas, such as stockpiles and rough graded areas, that are bare and not actively being worked. This shall apply to areas that will not be reworked for 21 days or more.
- C. Stockpiles created from excavation and grading shall be situated away from streets, swales, or other waterways and shall be seeded and/or mulched immediately.
- D. Silt fence or other sediment barriers shall control sheet flow runoff from the construction area. These shall not be constructed in channels or areas of concentrated flow. Other sediment controls such as sediment traps and inlet protection shall also be used as needed to control sediment runoff. Sediment control practices shall be inspected weekly after storm events, and maintained in good working condition.
- E. Construction vehicle access shall be limited to one route, to the greatest extent practical. The access shall be gravel or crushed rock underlain with geotextile.

- F. Mud tracked onto streets or sediment settled around curb inlet protection shall be removed daily or as needed to prevent it from accumulating. It shall be removed by shoveling and scraping and shall NOT be washed off paved surfaces or into storm drains. Sediment removed shall be placed where it will not be subject to erosion or concentrated runoff.

END OF SECTION 312514

## SECTION 329200.19 – SEEDING AND MULCHING

### PART 1 - GENERAL

#### 1.1 SECTION INCLUDES

- A. Placing topsoil.
- B. Permanent seeding, hydro seeding, mulching and fertilizing.

#### 1.2 RELATED SECTIONS

- A. Section 312316.13 – Trenching: Rough grading over cut.
- B. Section 312500 – Slope Protection and Erosion Control: Erosion control. Temporary seeding and mulching.

#### 1.3 REFERENCES

- A. FS O-F-241 – Fertilizers, Mixed, Commercial.

- B. Lawn Mixture

- |  |                             |
|--|-----------------------------|
| 1. Kentucky Bluegrass ( <i>Poa pratensis</i> )             | 3 lb./ 1000 ft <sup>2</sup> |
| 2. Creeping Red Fescue ( <i>Festuca rubra</i> )            | 3 lb./ 1000 ft <sup>2</sup> |
| 3. Annual Ryegrass ( <i>Lolium multiflorum</i> )           | 2 lb / 1000 ft <sup>2</sup> |
| 4. Perennial Ryegrass, turf type ( <i>Lolium perenne</i> ) | 2 lb / 1000 ft <sup>2</sup> |

- C. General Notes and any other related specifications.

#### 1.4 DEFINITIONS

- A. Weeds: Include Dandelion, Jimsonweed, Quack grass, Horsetail, Morning Glory, Rush Grass, Mustard, Lambs quarter, Chickweed, Cress, Crabgrass, Canadian Thistle, Nut grass, Poison Oak, Blackberry, Tansy Ragwort, Bermuda Grass, Johnson Grass, Poison Ivy, Nut Sedge, Nimble Will, Bindweed, Bent Grass, Wild Garlic, Perennial Sorrel, and Brome Grass.

#### 1.5 SUBMITTALS AT PROJECT CLOSEOUT

- A. Section 017839 – Closeout Submittals: Procedures for submittals.
- B. Maintenance Data: Include maintenance instructions, cutting method and maximum grass height; types, application frequency, and recommended coverage of fertilizer.

#### 1.6 QUALITY ASSURANCE

- A. Provide seed mixture in containers showing percentage of seed mix, year of production, net weight, date of packaging, and location of packaging.

## 1.7 REGULATORY REQUIREMENTS

- A. Comply with regulatory agencies for fertilizer and herbicide composition.
- B. Provide certificate of compliance from authority having jurisdiction indicating approval of seed mixture.

## 1.8 DELIVERY, STORAGE, AND PROTECTION

- A. Section 016000 – Product Handling and Protection: Transport, handle, store, and protect products.
- B. Deliver grass seed mixture in sealed containers. Seed in damaged packaging is not acceptable.
- C. Deliver fertilizer in waterproof bags showing weight, chemical analysis, and name of manufacturer.

## 1.9 MAINTENANCE SERVICE

- A. Maintain seeded areas immediately after placement until grass is well established and exhibits a vigorous growing condition for two cuttings.

## PART 2 - PRODUCTS

### 2.1 SEED MIXTURE

- A. Seed Mixture: ODOT; Item 659.09; Lawn Mixture

### 2.2 SOIL MATERIALS

- A. Topsoil: Fertile, agricultural soil, typical for locality, capable of sustaining vigorous plant growth, taken from drained site; free of subsoil, clay or impurities, plants, weeds and roots; pH value of minimum 5.4 and maximum 7.0.

### 2.3 ACCESSORIES

- A. Mulching Material:
  - 1. Oat or wheat straw, free from weeds, foreign matter detrimental to plant life, and dry. Hay or chopped cornstalks are not acceptable.
  - 2. Hemlock species wood cellulose fiber, dust or chip form, free of growth or germination inhibiting ingredients.

- B. Fertilizer: FS O-F-241, Type I, Grade A; recommended for grass, with fifty percent of the elements derived from organic sources; of proportion necessary to eliminate any deficiencies of topsoil, as indicated in analysis.
- C. Water: Clean, fresh and free of substances or matter, which could inhibit vigorous growth of grass.
- D. Erosion Fabric: Jute matting, open weave.
- E. Stakes: Softwood lumber, chisel pointed.
- F. String: Inorganic fiber.

### PART 3 - EXECUTION

#### 3.1 EXAMINATION

- A. Verify that prepared soil base is ready to receive the work of this section.
- B. Soils must include enough fine-grained material to hold at least a moderate amount of available moisture.
- C. The soil must be free from material that is toxic or otherwise harmful to plant growth.
- D. Soils which do not meet the above minimum conditions shall receive topsoil to a depth of 4 inches.

#### 3.2 SITE PREPARATION

- A. Subsoiler, plow, or other implement shall be used to reduce soil compaction and allow maximum infiltration. (Maximizing infiltration will help control both runoff rate and water quality.) Subsoiling should be done when the soil moisture is low enough to allow the soil to crack or fracture. Subsoiling shall not be done on slip-prone areas where soil preparation should be limited to what is necessary for establishing vegetation.
- B. The site shall be graded as needed to permit the use of conventional equipment for seedbed preparation and seeding.
- C. Topsoil shall be applied where needed to establish vegetation.

#### 3.3 PLACING TOPSOIL

- A. Prior to applying topsoil, the topsoil should be pulverized.
- B. To ensure bonding, grade the subsoil and roughen the top 3-4 in. by disking.
- C. Do not apply when site is wet, muddy, or frozen, because it makes spreading difficult, causes compaction problems, and inhibits bonding with subsoil.

- D. Apply topsoil evenly to a depth of at least 4 inches and compact slightly to improve contact with subsoil.
- E. After spreading, grade and stabilize with seeding or appropriate vegetation.

### 3.4 SEEDBED PREPARATION

- A. Lime—Agricultural ground limestone shall be applied to acid soil as recommended by a soil test. In lieu of a soil test, lime shall be applied at the rate of 100 pounds per 1,000-sq. ft. or 2 tons per acre.
- B. Fertilizer—Fertilizer shall be applied as recommended by a soil test. In place of a soil test, fertilizer shall be applied at a rate of 25 pounds per 1,000-sq. ft. or 1000 pounds per acre of a 10-10-10 or 12-12-12 analyses.
- C. The lime and fertilizer shall be worked into the soil with a disk harrow, spring-tooth harrow, or other suitable field implement to a depth of 3 inches. On sloping land, the soil shall be worked on the contour.

### 3.5 SEEDING DATES AND SOIL CONDITIONS

- A. Seeding should be done March 1 to May 31 or August 1 to September 30. If seeding occurs outside of the above-specified dates, additional mulch and irrigation may be required to ensure a minimum of 80% germination. Tillage for seedbed preparation should be done when the soil is dry enough to crumble and not form ribbons when compressed by hand. For winter seeding, refer to dormant seeding.

### 3.6 SEEDING

- A. Apply seed at a rate of 3 lbs per 1000 sq ft evenly in two intersecting directions. Rake in lightly.
- B. Do not seed areas in excess of that which can be mulched on same day.
- C. Planting Season: April to September.
- D. Do not sow immediately following rain, when ground is too dry, or during windy periods.
- E. Immediately following seeding, apply mulch as required herein. Maintain clear of shrubs and trees
- F. Apply water with a fine spray immediately after each area has been mulched. Saturate to 4 inches.

### 3.7 SEED PROTECTION

- A. Identify seeded areas with stakes and string around area periphery.
- B. Cover seeded slopes where grade is 1:3 or greater with erosion fabric. Roll fabric onto slopes without stretching or pulling.

- C. Lay fabric smoothly on surface, bury top end of each section in 6-inch (150 mm) deep excavated topsoil trench. Provide 12-inch (300 mm) overlap of adjacent rolls. Backfill trench and rake smooth, level with adjacent soil.
- D. Secure outside edges and overlaps at 36-inch (900 mm) intervals with stakes.
- E. Lightly dress slopes with topsoil to ensure close contact between fabric and soil.
- F. At sides of ditches, lay fabric laps in direction of water flow. Lap ends and edges minimum 6 inches (150 mm).

### 3.8 DORMANT SEEDINGS

- A. Seedings should not be made from October 1 through November 20. During this period, the seeds are likely to germinate but probably will not be able to survive the winter.
  - B. The following methods may be used for “Dormant Seeding”:
1. From October 1 through November 20, prepare the seedbed, add the required amounts of lime and fertilizer, then mulch and anchor. After November 20, and before March 15, broadcast the selected seed mixture. Increase the seeding rates by 50% for this type of seeding.
  2. From November 20 through March 15, when soil conditions permit, prepare the seedbed, lime and fertilize, apply the selected seed mixture, mulch and anchor. Increase the seeding rates by 50% for this type of seeding.
  3. Apply seed uniformly with a cyclone seeder, drill, cultipacker seeder, or hydro-seeder (slurry may include seed and fertilizer) on a firm, moist seedbed.
  4. Where feasible, except when a cultipacker type seeder is used, the seedbed should be firmed following seeding operations with a cultipacker, roller, or light drag. On sloping land, seeding operations should be on the contour where feasible.

### 3.9 MULCHING

- A. Mulch material shall be applied immediately after seeding. Dormant seeding shall also be mulched. 100% of the ground surface shall be covered with an approved material.
  - B. Application rates:
1. Straw—If straw is used it shall be unrotted small-grain straw applied at the rate of 2 tons per acre or 90 pounds (two to three bales) per 1,000-sq. ft. The mulch shall be spread uniformly by hand or mechanically applied so the soil surface is covered. For uniform distribution of hand-spread mulch, divide area into approximately 1,000-sq.-ft. sections and spread two 45-lb. bales of straw in each section.
  2. Hydroseeders—If wood cellulose fiber is used, it shall be applied at 2,000 lb./ac. or 46 lb./1,000 sq. ft.
  3. Other—Other acceptable mulches include rolled erosion control mattings or blankets applied according to manufacturer’s recommendations or wood chips applied at 6 tons per acre.

### 3.10 MAINTENANCE

- A. Expect emergence within 4 to 28 days after seeding, with legumes typically following grasses. Check permanent seedlings within 4 to 6 weeks after planting. Growth should indicate:
  - 1. Vigorous seedlings;
  - 2. Uniform ground surface coverage with at least 30% growth density;
  - 3. Uniformity with legumes and grasses well intermixed;
  - 4. Green, not yellow, leaves. Perennials should remain green throughout the summer, at least at the plant bases.
- B. Permanent seeding shall not be considered established for at least one full year from the time of planting. Inspect the seeding for soil erosion or plant loss during this first year. Repair bare and sparse areas. Fill gullies. Re-fertilize, re-seed, and re-mulch if required. Consider no-till planting. A minimum of 70% growth density, based on a visual inspection, must exist for an adequate permanent vegetative planting.
- C. If stand is inadequate or plant cover is patchy, identify the cause of failure and take corrective action: choice of plant materials, lime and fertilizer quantities, poor seedbed preparation, or weather. If vegetation fails to grow, have the soil tested to determine whether pH is in the correct range or nutrient deficiency is a problem.
- D. Depending on stand conditions, repair with complete seedbed preparation, then over-seed or re-seed.
- E. If it is the wrong time of year to plant desired species, over-seed with small grain cover crop to thicken the stand until timing is right to plant perennials or use temporary seeding.
- F. Satisfactory establishment may require re-fertilizing the stand in the second growing season.
- G. Consider mowing after plants reach a height of 6 to 8 inches. Mow grasses tall, at least 3 inches in height and minimizes compaction during the mowing process. Vegetation on structural practices such as embankments and grass-lined channels need to be mowed only to prevent woody plants from invading the stand.

END OF SECTION 329200.19

## SECTION 330130 - MISCELLANEOUS TEMPORARY FACILITIES

### PART 1 - GENERAL

#### 1.1 MAINTENANCE OF SANITARY FLOWS

- A. The Contractor for this contract shall be responsible for maintaining all sanitary flows through the existing sanitary sewerage systems. Provisions shall be made for temporary pumping and/or storage of sanitary flows during periods of sewer and manhole reconstruction, or when flows must be interrupted to make connections to the new facilities as directed by the Engineer.

### PART 2 - PRODUCTS

Not applicable.

### PART 3 - EXECUTION

#### 3.1 COORDINATION OF WORK

- A. The Contractor shall be responsible for coordinating all work associated with maintenance of sanitary flows with the Owner.

END OF SECTION 330130

## SECTION 333423 – SANITARY LIFT STATION REHABILITATION

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. This Section includes labor, materials, equipment, and incidentals required to rehabilitate existing sanitary sewer lift stations. Work may include one or more of the following components at the station:
1. wet well improvements
  2. dry well improvements
  3. mechanical improvements
  4. structural improvements
  5. electrical improvements
  6. access improvements
  7. ventilation improvements
  8. control panel improvements

#### 1.2 SUBMITTALS

A. Product Data

1. Prior to acquisition / fabrication of components, Contractor shall submit an electronic submittal data for review and approval.
2. Submittal shall include (as appropriate for the components), shop drawings, electrical ladder logic drawings, and support data as follows: Catalog cuts sheets reflecting characteristics for major items of equipment, materials of construction, major dimensions, motor data, pump characteristic curves showing the design duty point capacity (GPM), head (FT), and hydraulic brake horsepower (BHP). Electrical components used in the motor branch and liquid level control shall be fully described.
3. Shop drawings shall provide layout of mechanical equipment and anchor bolt locations for slide rail components. Pipe penetrations and station access clearances shall be dimensioned relative to the station centerline. The electrical ladder logic drawings shall illustrate motor branch and liquid level control circuits to extent necessary to validate function and integration of circuits to form a complete working system.

B. Operation & Maintenance Manuals

1. Installation shall be in accordance with written instructions provided by the equipment manufacturer(s). Comprehensive instructions supplied at the time of shipment shall enable personnel to properly operate and maintain all equipment supplied. Content and instructions shall assume operating personnel are familiar with pumps, motors, piping and valves, but lack experience with the exact equipment supplied.

2. Documentation shall be specific to the equipment supplied Instructions shall include the following as a minimum:
  - a. Functional description of each major component, complete with operating instructions.
  - b. Instructions for operating pumps and pump controls in all modes of operation.
  - c. Calibration and adjustment of equipment for initial start-up, replacement of level control components, or as required for routine maintenance.
  - d. Support data for commercially available components supplied in accordance with the specifications, shall be supported by literature from the prime manufacturer.
  - e. Electrical schematic diagram of the control panel circuits shall be in accordance with NFPA70. Schematics shall illustrate, to the extent of authorized repair, pump motor branch, control and alarm system circuits including interconnections. Wire numbers and legend symbols shall be shown. Schematic diagrams for individual components, not normally repairable by the station operator, need not be included. Details for such parts shall not be substituted for an overall system schematic. Partial schematics, block diagrams, and simplified schematics shall not be provided in lieu of an overall system diagram.
  - f. Mechanical layout drawing of the pump station and components, prepared in accordance with good commercial practice, shall provide installation dimensions and location of all pumps, valves and piping that were supplied as replacement components under this section

## PART 2 - PRODUCTS

### 2.1 REHABILITATION MATERIALS

- A. Where indicated, interior concrete surfaces of wet wells and dry wells shall be rehabilitated using a corrosion-resistant lining system such as Sancon 100 or approved equal.
- B. Repair grout shall achieve a minimum compressive strength of 3,000 psi at 28 days.

### 2.2 APPURTENANCES AND ACCESS

- A. Where designated on the Drawings, replace deteriorated piping, conduits, ladders, grates, and hatches. Provide enlarged access hatches, pump guide rails, and davit crane pedestal bases as outlined on the Drawings.
- B. Pump Guide Rails: Pump guide rails shall be of stainless steel construction. The related upper and intermediate support brackets for the guide rails shall also be of stainless steel construction. The diameter of the guide rails installed shall be as noted on the Drawings and/or shall be as required to interface with the supplied pumping equipment and related discharge elbow.
- C. Pump Base Elbows: Discharge elbow(s) shall be a 90-degree elbow, sized to match the pump discharge, and fabricated of ductile iron, minimum Class 125, with fusion-bonded

epoxy lining and coating suitable for continuous wastewater service. The elbow shall include an integral support base and shall be securely anchored to the wet well floor using stainless steel anchor bolts.

- D. Bypass Connections: Where indicated on the Drawings, a quick connect fitting shall be provided for interface of bypass pumping facilities. Fitting shall be CAMLOC style (female) connection of the size indicated on the Drawings. The bypass connection shall be equipped with valves and related fittings to support isolation and access as shown on the Drawings.

## 2.3 MECHANICAL IMPROVEMENTS

- A. Pumps: Where indicated on the Drawings, supply new, replacement pumps for installation within the existing lift station. Pumps supplied as direct replacement components shall be supplied with the same capacity and operational head point as the original pump equipment. Power supply requirements for the replacement pumps shall be equivalent to that available at the existing lift station. Pumps shall be designed for continuous submerged operation at the bottom of the wet well and to be easily removable from the top surface of the wetwell without any human entrance into the wetwell being required. The unit(s) will be designed to connect with the wetwell discharge piping by sliding down two stainless steel rails mounted inside the wetwell. Pumps and motors furnished shall be complete with all necessary components to provide a functional and long-lasting dependable system. This includes, but is not necessarily limited, to the following requirements/appurtenances:
  - 1. Pumps shall be an explosion proof, solids handling, non-clog pump designed specifically for handling raw, unscreened, domestic, and light industrial sanitary sewage with high capacity and high head capability.
  - 2. Pumps shall include sensors for detection of seal failure, and motor temperature.
  - 3. Pumps shall include a 50-foot long power and sensor wiring combination cord with water-proof end connector at the motor and the power and control panels.
  - 4. Lifting Bail: Large Stainless-Steel bail for easy installation and removal.
  - 5. Hardware: Stainless steel to provide resistance against corrosion.
  - 6. Finish: Epoxy coated factory finish for submersible wastewater application.

## 2.4 VENTILATION AND ODOR CONTROL

- A. Where indicated on the Drawings, remove existing ventilation systems and provide new ventilation with odor control and proper cross-flow to prevent short-circuiting.

## 2.5 CONTROL PANEL REPLACEMENT

- A. Provide new lift station control panels where indicated on Drawings.
- B. Control panels shall be designed to support the existing / proposed pumps and shall be configured to interface with the power service existing at the site (supply voltage, phase, etc.) unless otherwise noted on the Drawings.

- C. Panels shall be NEMA 4X stainless steel for outdoor installations and include lead/lag pump control, HOA switches, alarms, run-time meters, and SCADA-ready alarm contacts as outlined herein.
- D. Panels shall be UL Label 508 compliant.
- E. Panel construction shall incorporate engraved nameplates, self-laminating wire numbers and terminal blocks and ground lugs necessary for the installation.
- F. Coordinate all work with Division 26.
- G. Replacement control panels shall incorporate, at a minimum, the following components:
  1. NEMA Type 4X, 304 Stainless Steel enclosure with back panel
  2. Aluminum Dead-front inner door
  3. 60W strip enclosure heater
  4. Incoming power circuit breaker with operator main disconnect
  5. Standby generator power circuit breaker with operator main disconnect
  6. Main – Generator circuit breaker interlock
  7. 100A Crouse-Hinds generator receptacle (coordinate configuration with Owner’s existing portable generator equipment)
  8. 500 VA Control power transformer with primary fuses
  9. Control relays as required
  10. Control power circuit breaker
  11. 3 – 10A, single pole, Square D QOU circuit breakers to support panel operation
  12. Primary controller for duplex pump control (transducer interface)
  13. Secondary controller for pump control (backup float interface)
  14. Components for pump interface to each pump as follows:
    - a. Pump circuit breaker, rated for pump HP with IEC Contactor and IEC Overload (Square D QOU)
    - b. 22 mm HOA switch
    - c. 22 mm “Run” pilot light
    - d. Elapsed time meter
  15. Dual Channel Seal Failure and Over Temperature Alarm Relay, Primex Controls Model DPM-240, or equal
  16. LED Alarm Light
  17. Horn Audible Alarm
  18. 22 mm Alarm Silence pushbutton
  19. 24V, 2.5 A (60 W) power supply
  20. 1 - 20A, single pole, Square D QOU circuit breaker to support interface with future SCADA panel at site
  21. Dry contacts for future SCADA/remote monitoring as follows:
    - a. High level alarm
    - b. Seal failure
    - c. Thermal overload
    - d. Site power failure
  22. Interface for future SCADA/remote monitoring for a future flow meter at the site
  23. An individual amp meter to measure the electrical current (amps) consumed by each of the submersible pump motors.

- H. Primary Level Control shall be accomplished using a submersible pressure transducer. The equipment shall be suitable for use with sanitary sewage applications. The system shall incorporate the following components:
  - 1. Primex Controls Model PC-3000XC Controller, or equal
  - 2. Primex Controls PSLT submersible transducer (4-20 mA, 33.4' range), or equal
- I. Secondary Level Control shall be accomplished using a 4-float system. The equipment shall be suitable for use with sanitary sewage applications. The system shall incorporate the following components:
  - 1. Primex Controls Model DPC-4F Backup Controller, or equal
  - 2. Primex Controls MUNI Float Kit (4 floats, OFF/LEAD ON/LAG ON/HIGH LEVEL ALARM), or equal

## PART 3 - EXECUTION

### 3.1 GENERAL

- A. Coordinate all work at existing lift station site with Owner operations personnel.
- B. Prior to initiating work at the site that will require the station to be removed from service, establish equipment and controls to facilitate maintenance of sanitary sewage flows.

### 3.2 SURFACE PREPARATION

- A. Where indicated on Drawings, remove existing liners and coatings. Abrasive blast all interior surfaces prior to lining installation.

### 3.3 STRUCTURAL RESTORATION

- A. Where indicated on Drawings, reconstruct lift station benches and bottoms to eliminate solids retention using approved cementitious grout.

### 3.4 CONTROL PANEL INSTALLATION

- A. Where indicated on Drawings, remove and replace the existing control panel with a new control panel.
- B. New control panel installations shall be positioned adjacent to the existing lift station to interface with existing conduit penetrations, power supply, etc. New control panels shall not be positioned in a manner that will restrict access to the station or that will impact equipment removal from the facility.
- C. New control panels shall be interfaced to the lift station with replacement PVC conduit. All interfacing conduit shall be sealed to prevent gas transfer from the lift station to the interior of the control panel.

- D. New control panels shall be mounted on uni-strut and shall incorporate a concrete equipment pad at their base. When constructing support racks and backboards, provide adequate space for mounting of control panel, electrical power supply interface, metering components, etc. as mandated by the existing lift station site. Provide adequate space on the mounting assembly to support the installation of a future SCADA panel (24-inch x 24-inch minimum size).

### 3.5 INSTALLATION AND COMMISSIONING

- A. Install new components plumb and level. Perform functional testing, startup, documentation, and operator training prior to acceptance.

END OF SECTION 333423

## SECTION 400523 - PLUG VALVES

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division-1 Specifications, apply to work of this section.

#### 1.2 SUMMARY

- A. This section includes the furnishing and installation of an eccentric plug valve and all pertinent accessories, complete and in place, ready for service as shown in the Drawings and described in this section.
- B. Each valve unit shall be furnished complete with valve gears, handwheel actuator, supports, brackets, gaskets, bolts, nuts, and any other appurtenances necessary for the completion of this work.
- C. All work performed under this section shall be in accordance with all approved trade practices and manufacturer's recommendations.

#### 1.3 GENERAL

- A. All valves and appurtenances shall be of standard make approved by the Engineer and shall have the name, monogram, or initials of the manufacturer cast thereon. They shall be built and equipped for the type of operation shown on the Drawings, specified herein, or as directed by the Engineer.
- B. Unless otherwise specified, valves with screw stems shall open by turning counter-clockwise, the direction being indicated by an arrow cast where easily visible to the operator.
- C. The valve shall be provided with flanges compatible with pipe in which they are installed.
- D. Unless otherwise specified, a stuffing box packed with O-ring seals shall be used to seal the stem of the valve. The seal system used shall be replaceable without removing bonnet or rotating element. Gaskets shall be of rubber composition.
- E. Bolts and nuts shall be bronze, cadmium plated, or stainless steel, unless otherwise shown or specified.

#### 1.4 QUALITY ASSURANCE

- A. In addition to requirements of these specifications, comply with manufacturer's instructions and recommendations for work.

#### 1.5 JOB CONDITIONS

- A. All valves shall be protected at all times from rust or damage, both before and after erection, until the completion of the Contract.

## 1.6 SUBMITTALS

- A. Shop drawings showing the principal dimensions, general construction of, and materials used in, all parts of the valves and operating mechanism.
- B. Manufacturer's illustrated catalog data and parts schedule in sufficient detail to serve as a guide in assembly and disassembly of the valve and in ordering repair parts.
- C. Manufacturer's certification of compliance with all applicable provisions of AWWA Standards and with the supplementary specifications included herein.
- D. A certified report of shop operation and leakage tests.

## PART 2 - PRODUCTS

### 2.1 PLUG VALVES

- A. Unless otherwise shown on the Drawings plug valves shall be the non-lubricated, eccentric type valve providing dead-tight shutoff to the full valve rating of 175 psig differential; with flow in either direction.
- B. Port area of valves shall be not less than 80% of the nominal pipe area.
- C. The valve body bonnet and rotating element shall be semi-steel. The bonnet shall be held in position with bolts, and designed with either a recessed tongue and groove or two dowel pin connection to the valve body to insure proper alignment of the body and bonnet bushings.
- D. Valve bearing system shall be corrosion-resistant bushings of the permanently lubricated type provided in the body and the bonnet to support the rotating element trunnions. These bearings should be stainless steel suitable for sewage service. Tape, sprayed, or roll-on bushings or sleeves are not an acceptable substitute in this bearing system.
- E. The valve body seat contacting the rotating element shall be either a welded in overlay of not less than 90% pure nickel; or corrosion resistant non-metallic fusion bonded Nylon 11, in compliance with AWWA C507, AWWA C550, and AWWA C509. The seating surface of the rotating element shall be Buna-N rubber (nitrile rubber), or other material recommended by the manufacturer for the liquid handled.
- F. Valves and actuators shall have seals on all shafts and gaskets on covers to prevent leakage of liquid out of or the entry of dirt or liquid into the valve. Valves shall be designed so they can be re-packed under pressure without bonnet removal.
- G. Packing shall be one of the following:
  - 1. Multiple V-ring compression type with a definite packing gland, or

2. Permanent non-adjustable triple lobe Buna-N shaft seal of "O" ring type with integral cartridges through 24 in. sizes conforming to AWWA C504 and AWWA C507.

H. The plug valve shall be equipped with an enclosed gear operator.

I. Valves shall be DeZurik series 100; or Dresser series 800.

## 2.2 OPERATORS

### A. Manual Operation

1. The valve shall be equipped with a handwheel and other appurtenances as required for manual operation.
2. Operation shall be designed so that the effort required to operate the handwheel shall not exceed 25 lbs. applied at the extremity of the wheel or lever. The handwheel on the valve shall not be less than 6 inches in diameter.

B. Gears for valve operation shall be sized for the working pressure and installed in such a manner that the stuffing box will be accessible for packing.

## 2.3 SHOP PAINTING

A. The plug valve shall be cleaned and painted as follows:

1. 1st coat - 66 - 1211 Tnemec Epoxoline Primer (4.0 - 6.0 dry film - mils.)
2. 2nd coat - 66 - Color Tnemec Hi-Build Epoxoline (4.0 - 6.0 dry film - mils.)
3. Finished coat to match color of existing piping and valves.

## PART 3 - EXECUTION

### 3.1 INSTALLATION

A. The valve shall be carefully installed in its respective position free from distortion and stress. Connecting joints shall conform to applicable requirements of the specifications.

### 3.2 TESTING

A. All valves shall be tested in place by the Contractor as far as practicable under conditions for the pipelines in which they are placed, and defects revealed in valves or connections under test shall be corrected at the expense of the Contractor to the satisfaction of the Engineer.

### 3.3 OPERATION AND MAINTENANCE MANUALS

A. Prior to or with the delivery of equipment, the manufacturer shall provide copies of an operation and maintenance manual including storage, installation, start-up, operating and maintaining instructions, and a complete parts and recommended spare parts list. The

O&M Manuals shall be in compliance with the General Requirements of these specifications.

END OF SECTION 331216.02

## SECTION 402336 - PIPES AND PIPE FITTINGS

### 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. Exposed process piping.

#### 1.3 QUALITY ASSURANCE

- A. General: All materials shall be free from defects impairing strength and durability and be of the best quality for the purposes specified or shown on the Drawings. It shall have structural properties sufficient to solely sustain or withstand strain and stresses to which it is normally subjected and be true to detail.

- B. Manufacturer's Qualifications:

1. Firms regularly engaged in manufacturer of pipes and pipe fittings of types and sizes required, whose products have been in satisfactory use in similar service for not less than 5 years.
2. Provide piping and appurtenances that are the standard product in regular production by Manufacturers whose products have proven reliable in similar service for at least two years.
3. Provide piping and appurtenances of the same type from a single manufacturer.
4. All castings used for coupling housings, fittings, and valve bodies shall be date stamped for quality assurance and traceability.

- C. Testing:

1. Manufacturer's certified test results as defined for the type of pipe shall be stamped approved by the Contractor and forwarded to the Engineer as a Reference Submittal. No pipe shall be installed which does not meet the requirements of these Specifications.

- D. All pipe, joints, and fittings shall be pressure tested as required by this Specification for the type of pipe. The Contractor shall notify the Engineer or Owner, in writing, at least 48 hours prior to performing the tests.

- E. The Contractor shall be responsible for making all field measurements prior to installation of his work. Any deviations in measurements between the field conditions and the Drawings shall be immediately reported to the Engineer.

#### 1.4 SUBMITTALS

- A. Provide technical submittals in accordance with Division 01 Section “Submittal Procedures”, demonstrating piping and accessories conform completely to the requirements of this Section.
- B. Product Data:
  - 1. Submit manufacturer's technical product data, installation instructions, and dimensioned drawings for each type of pipe and pipe fitting.
  - 2. Submit piping schedule showing Manufacturer, pipe diameter, pipe or tube weight, wall thicknesses, fitting type, and joint type and accessories for each piping system.
  - 3. Support and anchor details with manufacturer's maximum recommended loads.
  - 4. Design calculations indicating support spacing requirements for all size pipe.
  - 5. Grooved joint products shall be shown on drawings and product submittals shall be specifically identified with the applicable Victaulic style or series number.
- C. Shop Drawings
  - 1. Complete piping layout indicating type of pipe, diameter and location. Show dimensions from adjacent structure, equipment and other piping.
  - 2. Location of all pipe joints, sleeves, valves, and couplings.
  - 3. Location of all pipe supports and anchors.
  - 4. Details of pipe anchors, supports, couplings, and joints.
  - 5. Grooved joint couplings and fittings may be shown on drawings and product submittals, and shall be specifically identified by the manufacturer’s style or series designation.
- D. Testing: Copies of all field test reports.
- E. Contractor shall verify chemical compatibility of piping, solvents, gaskets, seals, o-rings, etc. for each chemical feed system. Provide chemical compatibility charts and manufacturer’s written verification of compatibility for each chemical feed system.
- F. Maintenance Data: Submit maintenance data and parts lists for each type of mechanical fitting. Include this data, product data, and certifications in maintenance manual; in accordance with requirements of Division 1.

#### 1.5 DELIVERY, STORAGE, AND HANDLING:

- A. Handling, delivery, and storage shall be in accordance with the manufacturer's recommendations.
  - 1. In no case shall the pipe or appurtenance be dumped, dropped, or thrown.
  - 2. Interiors of piping shall be completely free of dirt and foreign matter.
- B. Protect flanges and fittings from moisture and dirt by inside storage and enclosure, or by packing with durable, waterproof wrapping.

## PART 2 - PRODUCTS

## 2.1 GENERAL

- A. Piping Materials: Provide pipe and tube of type, joint type, grade, size and weight (wall thickness or Class) indicated for each service. Where type, grade or class is not indicated, provide proper selection as determined by Installer for installation requirements, and comply with governing regulations and industry standards.
- B. All standard and special ductile iron castings shall conform to the latest applicable AWWA and/or ANSI specifications for pressure fittings with end conditions as specified herein. AWWA C110 (ANSI A21.10) shall be applicable for all ductile iron fittings.
- C. Pipe/Tube Fittings: Provide factory-fabricated fittings of type, materials, grade, class and pressure rating indicated for each service and pipe size. Provide sizes and types matching pipe, tube, valve or equipment connection in each case. Where not otherwise indicated, comply with governing regulations and industry standards for selections, and with pipe manufacturer's recommendations where applicable.
- D. The outside of all piping, valves, and fittings shall bear the Manufacturer's standard marking for type, pressure, etc.
- E. All pipe and fittings shall be equal to or better than the grade specified.
- F. All piping material shall be new and free from defects and shall be subject to standard mill test before being shipped. No salvaged or used pipe shall be used.
- G. Fittings shall have the Manufacturer's name or trademark legibly raised or cut into each piece, and shall bear the Manufacturer's standard marking for type, pressure, etc.
- H. All pipe shall be cut off even and reamed full bore. Threads shall be cut smooth, true and to full standard size. Piping shall be installed clean of chips, burrs or oil.

## 2.2 DUCTILE IRON PIPE (DIP OR DI)

- A. Pipe
  - 1. Standards
    - a. Flanged: ANSI/AWWA C115/A21.15.
    - b. Nonflanged: ANSI/AWWA C151/A21.51.
    - c. Thickness Class: 53.
    - d. Lining: Cement-mortar lining, ANSI/AWWA C104/A21.4.
  - 2. Coating
    - a. Exposed pipe to be painted: Factory prime coat compatible with finished coat system.
- B. Joints
  - 1. As shown on the Drawings. If not designated, use flanged joints for exposed piping and restrained joints for buried piping.
  - 2. Flanged
    - a. Ductile iron, ANSI A21.10.

- b. Bolt Circles and Bolt Holes: Class 125.
- c. Gaskets: 1/8 inch EPDM full faced.
- d. Bolts and nuts.
  - 1) Buried and exposed: 316 stainless steel bolts, 304 stainless steel nuts.
  - 2) Submerged: Type 304 stainless steel.
- 3. Grooved joint couplings shall consist of two or more ductile iron housings to ASTM A536, FlushSeal pressure responsive gasket to ASTM D2000, and zinc-electroplated steel bolts and nuts to ASTM A449. Basis of Design: Victaulic Style 31.
- 4. Mechanical or Push-on
  - a. ANSI A21.11.
  - b. Gaskets: plain tipped.
  - c. Bolts and nuts: 316 stainless steel bolts, 304 stainless steel nuts.
- 5. Restrained
  - a. Use restrained joints for all exterior, buried, ductile iron process pipe.
  - b. Restraining wedges shall be made of ductile iron; conform to ASTM A536.
  - c. Where restrained joints are required for fittings only, provide a full length of pipe on both sides of the fitting.
  - d. Manufacturers
    - 1) Megalug by EBAA Iron Sales.
    - 2) TR Flex or FIELD LOK by US Pipe.
    - 3) Super-Lock or Restrained Tyton Joint by Clow.
    - 4) Flex-Ring or Lok-Ring by American Cast Iron Pipe Company.
    - 5) Or equal.

#### C. Fittings

- 1. Types: Flanged, grooved or mechanical, as indicated on Drawings.
- 2. Flanged: ANSI/AWWA C110/A21.10.
- 3. Grooved end fittings shall comply with ANSI A21.10 /AWWA C110 for center to end dimensions, and ANSI A21.10 /AWWA C110 or AWWA C153 for wall thickness, with ends to AWWA C606. Basis of Design: Victaulic AWWA Fittings.
- 4. Grooved joint couplings shall consist of two or more ductile iron housings to ASTM A536, FlushSeal pressure responsive gasket to ASTM D2000, and zinc-electroplated steel bolts and nuts to ASTM A449. Basis of Design: Victaulic Style 31.
- 5. Mechanical joint
  - a. 3 inches -16 inches: Full body ANSI/AWWA C110/A21.10 or short body ANSI/AWWA C153/A21.53.
  - b. Larger than 16 inches: Full body ANSI/AWWA C110/A21.10.
- 6. Pressure rating: 250 psi minimum.
- 7. Coating and lining: Identical to connecting piping.
- 8. Base tees and bends: Drill and furnish with anchor bolts. Machine when used as pipe kicker.

#### D. Polyethylene Encasement

- 1. Conform to ANSI/AWWA A21.5/C-106.
- 2. 8 mil black virgin polyethylene.
- 3. Wrap all ductile iron pipe and fittings.

## PART 3 - EXECUTION

### 3.1 INSTALLATION

- A. Install pipes and pipe fittings in accordance with recognized industry practices which will achieve permanently- leakproof piping systems, capable of performing each indicated service without piping failure. Install each run with minimum joints and couplings, but with adequate and accessible unions for disassembly and maintenance/replacement of valves and equipment. Reduce sizes (where indicated) by use of reducing fittings. Align piping accurately at connections, within 1/16" misalignment tolerance.
  - 1. Comply with ANSI B31 Code for Pressure Piping.
- B. Locate piping runs, except as otherwise indicated, vertically and horizontally (pitched to drain) and avoid diagonal runs wherever possible. Orient horizontal runs parallel with walls and column lines. Locate runs as shown or described by diagrams, details and notations or, if not otherwise indicated, run piping in shortest route which does not obstruct usable space or block access for servicing building and its equipment. Hold piping close to walls, overhead construction, columns and other structural and permanent-enclosure elements of building; limit clearance to 1/2" where furring is shown for enclosure or concealment of piping, but allow for insulation thickness, if any. Where possible, locate insulated piping for 1" clearance outside insulation. Wherever possible in finished and occupied spaces, conceal piping from view, by locating in column enclosures, in hollow wall construction or above suspended ceilings; do not encase horizontal runs in solid partitions, except as indicated.
- C. Electrical Equipment Spaces: Do not run piping through transformer vaults and other electrical or electronic equipment spaces and enclosures unless unavoidable. Install drip pan under piping that must be run through electrical spaces.

### 3.2 EXPOSED PIPING: INSTALLATION

- A. Do not obstruct passageways, headroom, door and window operation, and similar areas with the installation of the piping and supports.
- B. Painting of piping is specified elsewhere in the Contract Documents.
- C. Install straight runs true to line and elevation.
- D. Install vertical pipe plumb in all directions.
- E. Install piping parallel or perpendicular to building walls. Piping at angles and 45 deg runs across corners shall not be accepted unless specifically shown.

### 3.3 PIPING SYSTEM JOINTS

- A. General: Provide joints of type indicated in each piping system.
  - 1. Make joints in accordance with the pipe Manufacturer's recommendations and the requirements below.

2. Cut piping accurate and square. Assemble without forcing or springing.
3. Ream all pipes and tubing to full inside diameter after cutting. Remove sharp edges on end cuts.
4. Remove all cuttings and foreign matter from the inside of pipes and tubing before installation.
5. Thoroughly clean all pipe, fittings, valves, specials, and accessories before installing.
6. Thoroughly wire-brush, wipe clean and dry all spigot mating surfaces immediately before pipe is installed.

B. Threaded Joints

1. Thread pipe in accordance with ANSI B2.1.
2. Use standard right hand tapered full depth threads on steel piping.
3. Apply before installation an approved joint compound to the male threads only.
4. Leave three pipe threads maximum exposed at each connection.

C. Braze copper tube-and-fitting joints where indicated, in accordance with ANSI B31.

D. Solder copper tube-and-fitting joints where indicated, in accordance with recognized industry practice. Cut tube ends squarely, ream to full inside diameter, and clean outside of tube ends and inside of fittings. Apply solder flux to joint areas of both tubes and fittings. Insert tube full depth into fitting, and solder in manner which will draw solder full depth and circumference of joint. Wipe excess solder from joint before it hardens.

E. Flanged Joints: Use hexagon head nuts and bolts. Match flanges within piping system, and at connections with valves and equipment. Assemble flanged joints with gaskets and gasket compounds in compliance with the applicable material specifications. Tighten flange bolts evenly to provide uniform compression of gaskets.

F. Grooved Pipe Joints: Comply with fitting manufacturer's instructions for making grooves in pipe ends. Remove burrs and ream pipe ends. Assemble joints in accordance with manufacturer's instructions.

G. Restraints, Supports and Thrust Blocks

1. Install restrained joints as shown, specified, recommended by Manufacturer, or otherwise required.
2. Provide concrete and metal cradles, collars, kickers, and blocks as indicated.

H. Adjustment: Adjust all parts and components as required to provide correct operation.

### 3.4 TESTING

A. General

1. All pipe lines shall be tested to prove tightness of the final assembly. The Engineer shall be given 24 hours' notice before each test.
2. All tests required by governing authorities shall be satisfactorily made.
3. Provide all necessary testing apparatus, including gages, pumps, hoses, and fittings.

4. Repair and retest pipelines which fail to hold specified test pressure or which exceed the allowable leakage rate.
5. Test pressures specified apply at the lowest elevation of the pipeline section being tested unless otherwise noted.
6. The Contractor is responsible for all testing and shall pay all costs incurred during the specified testing.

B. Hydrostatic Pressure Testing

1. General
  - a. Conduct hydrostatic pressure testing on all process piping in accordance with AWWA C600.
  - b. Slowly fill section to be tested with water and expel all air. Install corporation cocks as necessary to remove air.
  - c. Apply test pressure for two (2) hours.
  - d. Observe each test section for leakage at end of test period. Test fails if leakage is observed or if pressure drop exceeds 5% of test pressure.
2. Exposed Piping
  - a. Allow any concrete which may be affected by the testing to reach design strength before testing.
  - b. Ensure that all supports and restraint protection are securely in place.
3. Buried Piping
  - a. Place and compact backfill to at least the pipe centerline before testing, unless otherwise required or acceptable to the Engineer. Backfill and compact around all blocking before testing and as required to assure restraint by harnessed joints.
  - b. Allow concrete for blocking to reach design strength before testing.
4. Test Pressure
  - a. Test long runs of Schedule 40 pipe at 150 psi, except where fittings are a lower Class or pressure rating.
  - b. Test each piping system at 150% of operating pressure indicated, but not less than 25 psi test pressure.
  - c. Piping connected to pump suction and discharge: 150% of specified maximum operating head of pump.
  - d. Gravity flow ductile iron pipe: 150% of maximum static water head of pipe section being tested.
  - e. Liquid chemical feed piping: 100 psi

C. Allowable Leakage: Leakage shall not exceed:

$$L = \frac{SD(P)^{0.5}}{133,200}$$

Where

L = Allowable leakage, gallons per hour.

S = Length of pipe tested, feet.

D = Nominal diameter or pipe, inches.

P = Average test pressure, psig.

3.5 CLEANING, FLUSHING, INSPECTING

A. General

1. All piping systems shall be cleaned and flushed out prior to operation. If it is necessary to place the system in operation by sections, then the cleaning shall be done by sections. Notify Owner prior to start of Work.
2. Inspect inside of piping 24-inch diameter and larger and remove all debris, dirt and foreign matter.
3. All piping, including equipment installed in connection with the piping, conveying liquids shall be filled and flushed several times to eliminate all debris and contaminants.
4. Where pumps are installed, install temporary strainers ahead of pumps and circulate the medium through several cycles. The system shall be flushed out and the temporary strainers removed. Strainers shall have a free area of at least 3 times the cross sectional area of the attached pipe.
5. Prior to turning over the Work, this Contractor shall remove and clean all strainers, traps, and dirt pockets.
6. All process piping shall be pigged and flushed.

B. Disinfection (potable water applications)

1. Standard: AWWA C651 unless otherwise acceptable to the Engineer or Owner.
2. Disinfect all potable water piping.
3. Flush piping with water at 2-1/2 feet per second minimum velocity prior to disinfection.
4. Water for flushing, testing and chlorination will be furnished by Owner at no cost to Contractor.
5. Chlorine shall be supplied by Contractor.
6. All other labor, material and equipment including chlorination taps and blow-off taps shall be furnished and paid for by the Contractor.
7. Chlorine Concentration
  - a. Maintain chlorine concentration between 50 and 100 parts per million for water entering the pipe.
  - b. 25 parts per million minimum residual concentration shall remain after 24 hr. retention period.
  - c. Repeat the operation as necessary to provide complete disinfection.
8. Provide two safe total coliform samples taken 24 hours apart prior to placing pipe in service. Provide results to Ohio EPA and the Engineer.

C. Test pressure piping in accordance with ASME B31.

- D. General: Provide temporary equipment for testing, including pump and gages. Test piping system before insulation is installed wherever feasible, and remove control devices before testing. Test each natural section of each piping system independently but do not use piping system valves to isolate sections where test pressure exceeds valve pressure rating. Fill each section with water and pressurize for indicated pressure and time.
1. Required test periods is 2 hours.
  2. Test long runs of Schedule 40 pipe at 150 psi, except where fittings are a lower Class or pressure rating.
  3. Test each piping system at 150% of operating pressure indicated, but not less than 25 psi test pressure.

4. Observe each test section for leakage at end of test period. Test fails if leakage is observed or if pressure drop exceeds 5% of test pressure.
- E. Repair piping systems sections which fail required piping test, by disassembly and re-installation, using new materials to extent required to overcome leakage. Do not use chemicals, stop-leak compounds, mastics, or other temporary repair methods.
- F. Drain test water from piping systems after testing and repair work has been completed.

END OF SECTION 402336

