

Sanitary Siphon Replacement Project

Village of Lowellville

ARC Funded Project

OPWC Funded Project No. CF26Y

USEPA Community Grants Program Funding

WPCLF Funded Project

February 2026



210340

VILLAGE OF LOWELLVILLE OFFICIALS

ADMINISTRATION

James Iudiciani, Sr., Mayor
Joann Esenwein, Village Administrator
James Lanzo, Solicitor
Nick Ruozzo, Zoning Inspector
Tina Strait, Fiscal Officer

COUNCIL

Don D'Onofrio
Ryan McNicholas
Joseph Donatelli
Dave Durbin
Leslie Daniels
Dominic Piscitelli

ADVERTISEMENT FOR BIDS/PUBLIC NOTICE TO BIDDERS

Sealed bids will be received at the office of the Mayor, Village of Lowellville, 140 E. Liberty Street Lowellville, OH 44436 until 2:00 p.m. on March 13, 2026 and will be opened and read immediately thereafter for the.

SANITARY SIPHON REPLACEMENT PROJECT

ARC FUNDED PROJECT OPWC FUNDED PROJECT NO. CF26Y USEPA COMMUNITY GRANTS PROGRAM FUNDING WPCLF FUNDED PROJECT

OPINION OF PROBABLE CONSTRUCTION COST: \$1,093,000.00

COMPLETION DATE: OCTOBER 9, 2026

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

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

There will be a Non-Mandatory Pre-Bid Conference on March 9, 2026 at 10:30 a.m. at the Village Hall, 140 E. Liberty Street Lowellville, OH 44436

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

STEEL PRODUCTS MADE IN THE UNITED STATES:

Domestic steel use requirements as specified in Ohio Rev. Code §153.011, <https://codes.ohio.gov/ohio-revised-code/section-153.011>, apply to this project. (Load-bearing structural purposes only)

Build America, Buy America Act (BABA) requirements apply due to the USEPA Community Grants Program Funding.

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

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

Publish: *The Vindicator*
February 27, 2026
March 6, 2026

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SECTION 1
BID DOCUMENTS

INSTRUCTIONS TO BIDDERS

PART 1 GENERAL

- 1.1 Sealed bids shall be received by the Owner at the location specified and until the time and date specified in the Advertisement for Bids/Public Notice to Bidders.
- 1.2 Each bid shall contain the full name and address of each person or company interested in said bid. If no other person be so interested, the Bidder shall distinctly so state the fact.
- 1.3 Bid forms must be completed in ink or by typewriter. Any corrections to the bid forms prior to submission must be initialed by the person signing the bid. Failure to submit any bid form(s) or other required document(s) may be cause for rejection of the bidder's bid at the sole discretion of the Owner.
- 1.4 Bids by Corporations must be executed in the corporate name by the President, Vice President, or other officer accompanied by evidence of authority to sign and the corporate seal must be affixed and attested by the Secretary on the Corporate Resolution form.
- 1.5 Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature.
- 1.6 All names must be typed or printed below the signature.
- 1.7 The bid shall contain an acknowledgment of receipt of all Addenda.
- 1.8 If a Bidder wishes to withdraw their bid prior to the opening of bids, they shall state their purpose in writing to the Owner before the time fixed for the opening, and when reached it shall be handed to them unread.
- 1.9 After the opening of bids, no Bidder may withdraw their bid for a period of 120 days.

PART 2 EXAMINATION OF CONTRACT DOCUMENTS AND SITE

- 2.1 Before submitting a bid, each Bidder must
 - A. Examine the Contract Documents thoroughly.
 - B. Visit the site to familiarize themselves with local conditions that may in any manner affect cost, progress, or performance of the work.
 - C. Familiarize themselves with Federal, State, and local laws, ordinances, rules, and regulations that may in any manner affect cost, progress, or performance of the work.
 - D. Study and carefully correlate Bidder's observations with the Contract Documents.

- 2.2 Reference is made to the Specific Project Requirements for the identification of any reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the work which have been relied upon by the Engineer in preparing the drawings and specifications. Owner will make copies of such reports available to any Bidder requesting them if not made available with the bid documents. These reports are not guaranteed as to accuracy or completeness; nor are they part of the Contract Documents. Before submitting their bid each Bidder will, at their own expense, make such additional investigations and tests as the Bidder may deem necessary to determine their bid for performance of the work in accordance with the time, price and other terms and conditions of the Contract Documents.
- 2.3 Upon request, the Owner will provide each Bidder access to the site to conduct such reasonable investigations and tests as each Bidder deems necessary for submission for their bid.
- 2.4 The lands upon which the work is to be performed, rights-of-way for access thereto, and other lands designated for use by Bidder in performing the work are identified on the Drawings.
- 2.5 The submission of a bid will constitute an incontrovertible representation by the Bidder that they have complied with every requirement of this section and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the work.

PART 3 ESTIMATED QUANTITIES

- 3.1 In Unit Price Contracts, the quantities of the work itemized in the bid are approximate only and the bidders are hereby notified that the estimated quantities made by the Engineer are merely for the guidance of the Owner in comparing on a uniform basis all bids received for the work.
- 3.2 The contract quantities, where itemized, are based on plan horizontal and vertical dimensions unless otherwise specified. It is the Contractor's responsibility to verify and determine actual quantities of materials such as pipe, pavement, subgrade, etc. in their ordering materials.
- 3.3 Payments, except for lump sum contracts and except for lump sum items in unit price contracts, will be made to the Contractor only for the actual quantities of work performed or materials furnished in accordance with the plans and specifications.
- 3.4 The successful Bidder will be required to furnish the Owner with a complete breakdown of the lump sum bid items, to the satisfaction of the Engineer/Architect, before signing the Contract documents.

PART 4 CONTRACTOR'S QUALIFICATION

- 4.1 Bidder shall provide detailed information relating to similar projects completed within the past 5 years which demonstrates the bidder's capability, responsibility, experience, skill, and financial standing to undertake this type of project and shall include a list of all projects currently under construction including status and contact person.
- 4.2 Bidder shall own, have rental or lease agreements for, or otherwise have readily available any and all equipment and tools necessary for proper execution of the work. The Owner reserves the right to request lists of equipment or tools available for the project including sources.
- 4.3 Bidder shall provide pertinent information to the Owner relative to any pending suits or outstanding liens. If no information is provided by the Bidder, the Owner shall assume that any such suits or liens do not exist.
- 4.4 The Owner may require similar information on any or all subcontractors proposed by the Bidder.
- 4.5 Bids of corporations not chartered in the state in which the work will take place must be accompanied by proper certification that the corporation is authorized to do business in that state.

PART 5 SUBCONTRACTORS

- 5.1 The Bidder shall state on the appropriate bid form the names of all Subcontractors, Sub Consultants and other professional service providers proposed and the items of work they are to be assigned. All work not assigned to a Subcontractor shall be assumed by the Owner to be performed by the Bidder.
- 5.2 The Owner reserves the right to approve all subcontractors proposed by the Bidder. If the Owner, after due investigation, rejects the use of a proposed subcontractor, the apparent successful Bidder may either submit an acceptable substitution without increase in bid price or decline substitution and withdraw their bid without sacrificing their bid security. Any listed subcontractor to whom the Owner does not make written objection prior to award of contract, shall be deemed acceptable to the Owner.
- 5.3 Requests for changes of Subcontractor by the Bidder after the award shall be subject to the Owner's approval and shall not change the contract bid prices.
- 5.4 No contractor shall be required to employ any Subcontractor, person or organization against whom they have reasonable objection.

PART 6 BID REVIEW BY OWNER

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

- 6.2 All extensions and totals of unit prices and quantities submitted as part of the bid shall be considered informal until verified by the Owner. All bids must be made on the forms contained herein and the bid prices must be written therein, in figures only. Unit prices shall be separately written for "Unit Price Labor," "Unit Price Material," and "Total Unit Price" for each item listed. Should an error in addition and/or multiplication be determined while checking the Contractor's math and verifying their total bid, the "Unit Price Labor" and the "Unit Price Material" figures shall govern in determining the correct "Total Unit Price" and the correct "Item Total."
- 6.3 Each bidder must bid on all Items, Alternates, Deductions, and Additions contained in the Bidding Forms. All bids not in conformity with this notice may be considered non-responsive and may be rejected.
- 6.4 More than one bid for the same work from an individual or entity under the same of different names will not be considered. Reasonable grounds for believing that any bidder has an interest in more than one bid for the work may be cause for disqualification of that bidder and the rejection of all bids in which the bidder has an interest. A subcontractor or supplier is not a bidder, and may submit prices to multiple bidders.
- 6.5 In evaluating bids, the Owner may consider:
- A. The qualifications and experience of the Bidder, proposed subcontractors, and principal material suppliers as outlined in the plans and specifications.
 - B. Financial ability and soundness of the Bidder and proposed subcontractors.
 - C. Completeness of all bid forms and bid requirements.
 - D. Alternates and unit prices requested in the Bid Forms.
 - E. Unit prices or schedules of values that are or appear to be unbalanced.
 - F. Previous contractual experience with the Owner.
 - G. Whether or not the bid package complies with the prescribed requirements.
 - H. The proposed completion date, if applicable.
 - I. Any other matter allowed by law or local ordinance or resolution.
- 6.6 Owner may conduct further investigations as they deem necessary to assist in the evaluation of any bid and to establish the responsibility, qualifications, and financial ability of the Bidder, proposed Subcontractors, and other persons and organizations to do the work in accordance with the Contract Documents to Owner's satisfaction within the prescribed time.
- 6.7 Owner reserves the right to reject the bid of any Bidder who does not pass any such evaluation to Owner's satisfaction.

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

PART 7 BID SECURITY

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

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

- 7.2 The certified or cashier's check, irrevocable letter of credit, or bond shall be made payable to the Owner and shall serve as a guarantee that in the event the bid is accepted and a contract is awarded to the successful Bidder, the contract will be executed by the bidder including any certifications, certificates or additional bonds required by the contract.
- 7.3 Failure on the part of the successful Bidder to execute the contract documents will cause the certified or cashier's check, irrevocable letter of credit, or bond to be forfeited to the Owner as damages.
- A. If the Owner awards the contract without rebidding, the Bidder (and the Surety on their bond if a bond was submitted) shall be liable to the Owner for a penal sum not to exceed the difference between the low bid and the next lowest bidder or 10% of the amount of the bid, whichever is less.
 - B. If the Owner does not award the Contract to the next lowest Bidder, but resubmits the project for bidding; the Bidder (and the Surety on their bond if a bond was submitted) shall be liable to the Owner for a penal sum not to exceed the costs in connection with the resubmission of bids or 10% of the amount of the bid, whichever is less.
- 7.4 Checks or letters of credit for bid security of all bidders will be returned in the manner and timeframe stipulated in the Ohio Revised Code.

PART 8 CONTRACT BOND

- 8.1 As security for faithful performance and payment of all obligations under the Contract, the Owner shall require and the successful Bidder shall furnish either:
- A. *If submitted as Bid Security at time of bid:* "Bid Guarantee and Contract Bond" (AKA "rollover bond") per O.R.C. sections 153.54 and 153.571.
 - B. *If a cashier's check or irrevocable letter of credit is submitted as Bid Security at time of bid:* Contract Bond per Ohio Revised Code Sections 153.54 and 153.57, in the amount of 100% of the Contract Price. The Contractor and their Surety shall sign the Supplemental Bond Acknowledgement form and submit with the Contract forms
- 8.2 The bond shall be underwritten by a Surety Company authorized to transact business in the State of Ohio having an Ohio agent and listed on the most current Department of the Treasury Circular 570, "Surety Companies Acceptable on Federal Bonds."
- 8.3 The contract bond shall cover correction of the work for the period stated in the specifications and the correction period shall start upon Final Acceptance of the entire project and final payment by the Owner.
- 8.4 Nothing in the performance of the Engineer's service to the Owner in connection with this project shall in any way imply any undertaking for the benefit of the successful Bidder, its subcontractor(s), or the surety of any of them.

PART 9 AWARD AND EXECUTION OF CONTRACT

- 9.1 After the Owner's legislative body awards the project, the successful bidder will receive the unsigned contract documents. Within 10 days after their receipt, the successful Bidder shall sign and deliver to the Owner said contract documents including any certifications, certificates, or additional bonds required by the contract.
- 9.2 The Owner shall execute the Contract within 120 days after the day of the bid opening. When necessary and by mutual consent between the Owner and the Successful Bidder, this 120-day period may be extended.
- 9.3 The date of the Owner's signature on the Contract Agreement shall be the effective contract date.
- 9.4 The Owner shall execute and deliver to the successful Bidder one set of fully executed contract documents.

PART 10 INSURANCE

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

- 10.2 All insurance shall be endorsed so that it cannot be cancelled for non-payment of premium for 10 days or cancelled or non-renewed for any other reason in less than 30 days after a written notice of such proposed action by the insurer is given to the Owner. The cancellation clause on the Certificate(s) of Insurance shall read as specified in the Supplementary Conditions and failure to submit an insurance certificate and/or policy endorsement verifying same shall be reason for the Owner to consider the Contractor non-responsive in complying with the requirements for contract execution and may be cause for forfeiture of the Bid Security to Owner.
- 10.3 The Insurer's affording coverage shall be authorized to transact business in the State of Ohio and be listed on the most current Ohio Department of Insurance list of Ohio Licensed Companies.
- 10.4 The Contractor's Liability Insurance policy(s) shall be endorsed such that limits are on a Per Project basis.
- 10.5 The Contractor shall also provide an Owner's and Contractor's Protective Policy.

PART 11 NON-COLLUSION AFFIDAVIT

- 11.1 Collusion between bidders will be cause for rejection of affected bids and may be cause for rejection of all bids. Multiple bids submitted by one bidder under the same name or different names, whether as an individual, firm, partnership, corporation, profit or non-profit, affiliate, or association will be cause for rejection of bids. A subcontractor is not a bidder, and may submit prices to multiple bidders.
- 11.2 All bidders shall submit an affidavit that their bid is genuine and not collusive or sham; that such bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with any bidder or person, to put in a sham bid, or that such other bidder or person shall refrain from bidding; that such bidder has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of affiant or any other bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against the Owner or any person or persons interested in the proposed contract; that such bidder is the only party (or parties) who has an interest with the bidder in the profits of any contract which may result from the herein contained proposal; that no individual affiliated with the Owner, including but not limited to the head of any department, any employee, or any other official or officer of the Owner, is or will be directly or indirectly interested in this bid, and/or the profits from this bid if successful; that no individual affiliated with the Owner, including but not limited to the head of any department, any employee, or any other official or officer of the Owner, has or will receive anything of value as a result of the submission of this bid or its award; that no individual affiliated with the Owner, including but not limited to the head of any department, any employee, or any other official or officer of the Owner, has been solicited to provide assistance and/or provided assistance to the bidder which might give the bidder a competitive advantage or circumvent the competitive bidding process; and that all statements contained in said proposal are true; and further, that such bidder has not, directly or indirectly submitted this bid, or the contents thereof, or divulged information or data relative thereto to any association or to any member or

agent thereof.

- 11.3 Each bid must be accompanied by a completed Noncollusion Affidavit provided within the contract documents.
- 11.4 Where there is reason to believe collusion or combination among bidders exists, the Owner reserves the right to reject the bid of those concerned.

PART 12 DELINQUENT PERSONAL PROPERTY STATEMENT

- 12.1 Included with the contract documents is a Delinquent Personal Property Statement to be filled out by the successful Bidder.
- 12.2 The statement shall be sent to both the County Auditor and the County Treasurer. A signed copy shall remain in the contract documents as well.

PART 13 ORIGINAL DOCUMENTS

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

PART 14 ADDENDA

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

END OF SECTION 12/12/25

PRICES TO INCLUDE

PART 1 - GENERAL

Any work shown on the plans or required in the specifications but not paid for separately as a bid item shall be included in the cost of other bid items. The amount bid for each Bid Item shall include the following:

- 1.1 All labor, materials, tools, equipment, and transportation necessary for the proper execution of the work in accordance with the Contract Documents.
- 1.2 All assistance required by the Engineer to verify compliance with the Contract Documents, including measuring for final pay quantities.
- 1.3 Project coordination and scheduling.
- 1.4 Detailed breakdown of lump sum bid items as requested by the Engineer.
- 1.5 All provisions necessary to protect workers, the general public, and property along the work in accordance with the Contract Documents.
- 1.6 Protection and/or replacement of existing property corner monuments.
- 1.7 Record drawings of the installed location of all underground electrical conduit, sewers, tees, wyes, laterals, etc.
- 1.8 Materials testing.
- 1.9 Reimbursement to Owner for costs of re-inspection or re-testing of any work not installed in compliance with the Contract Documents.

PART 2 - ITEMS

All work proposed by this contract shall be quantified and paid for in accordance with the pertinent O.D.O.T. specification except as specifically altered by other provisions of this contract. ODOT 104.02 D., 611.04, 611.12, and 611.13 shall not apply to this project.

- 2.1 Preconstruction Videotape Documentation

Basis of Payment

The lump sum price shall include all costs associated with hiring a professional videographing firm to document in detail the existing conditions of the entire work area and potential disturbed areas and submitting a high quality USB Flash Drive with audio commentary and video log.

- 2.2 Bonds and Insurances, As Per Plan

Basis of Payment

A "Bonds and Insurances" item (including "Owner/Contractor Protective Policy," "All Risk Builder's Risk Insurance," and/or "Installation Floater Insurance", and/or endorsements to fully comply with all contract requirements) has been included in the bid proposal.

2.3 Manhole, No. 3, As Per Plan

Basis of Payment

The lump sum price shall include the manhole with pressure sustaining valve completely installed and tested and shall include but not be limited to: furnishing all labor, tools, equipment and materials required to acceptably construct each precast manhole, including excavation, stone subbase and backfill, compaction, cast-in-place concrete bases, barrel sections, flat-top slab, grade rings, cast iron frame and cover, steps, joint sealing compounds, external joint sealants, sealing all pipe entries, sealing of the frame and cover and manhole testing for a complete and ready to use installation. Payment will not be made until the manhole, and its internal equipment is inspected tested in accordance with the requirements of the Project Manual.

2.4 Pump Station, As Per Plan

Method of Measurement

The item will be paid based on the percent complete of the installed items included in the lump sum price.

Basis of Payment

The lump sum price shall include but not be limited to: furnishing all labor, tools, equipment and materials required to acceptably construct the various units including the submersible duplex pumps and pump control system, mixing system equipment, debris basket, valves, fittings, precast wet well and valve pit, excavation on the site, stone bedding, backfill, compaction, equipment controls, wet well and valve appurtenances, all piping and fittings and making connections, site rough and finish grading, fencing, erosion and sedimentation control, concrete pads, site paving, non-paved site restoration, driveway and driveway culvert, rip rap at each end of the culvert, new utility pole (with meter socket assembly with disconnect switches), establishing temporary and permanent electrical services and coordination with electric utility provider, the emergency generator, automatic transfer switch, electrical enclosure, lighting, switch gear, suppression systems, buried and above grade utility service lines, and appurtenances, all electrical work and electrical connections to electrical equipment specified, and all other work as specified on the Contract Documents and shown in the Contract Drawings for a turnkey ready-to-use system. Payment shall also include coordination for startup and testing with the equipment representatives and the Owner's representatives for the new units.

Note: Contractor is required to coordinate directly with electric utility provider immediately after Notice to Proceed is issued to establish his own temporary electric service if he should need. Contractor shall be required to pay for all costs associated with the temporary service.

Payment will not be made until the new station is started up and tested in accordance with the requirements of the Project Manual.

2.5 Bypass Pumping, As Per Plan

Basis of Payment

The lump sum price shall include all costs associated with temporary bypass pumping of the existing sewer flows as necessary and for the duration required to perform the work as specified or as shown in the plans; bypass pumping equipment shall be of sufficient capacity to handle normal flows plus additional flows that may occur during inclement weather conditions, so as to not negatively impact construction; and, the furnishing of all labor, materials, tools, and appurtenances necessary to complete the work as specified or as shown.

2.6 Railroad Force Account Allowance, As Per Plan

Basis of Payment

An allowance has been included in the bid proposal for direct costs charged by the Railroad associated with the site inspections and other charges by the Railroad.

The Contractor shall be allowed a 10% mark-up on the invoice amount for overhead and profit.

Railroad Force Account Invoices from the Railroad shall be submitted with requests for payment.

Any portion of the allowance not utilized shall be credited to the Owner.

2.7 Electric Company Charges Allowance

Basis of Payment

An allowance has been included in the bid proposal to be utilized as directed by the Engineer for direct costs charged by utility company(s) associated with the permanent electrical service to site work, and any other associated costs with getting electric service to the site. Payment shall be made for only work which has the prior approval of the engineer.

The Contractor shall be allowed a 10% mark-up on the invoice amount for overhead and profit.

Invoices for all for all work completed by the utility company(s) or others shall be submitted as evidence of the work completed on the project.

No payment for this item will be made to the Contractor for utility work required when resulting from the Contractor's construction methods or rework due to his negligence or construction methods.

Any portion of the allowance not utilized shall be credited to the Owner.

TITLE 18, U.S.C. , SECTION 874

KICKBACKS FROM PUBLIC WORKS EMPLOYEES

Whoever, by force, intimidation, or threat of procuring dismissal from employment, or by any other manner whatsoever induces any person employed in the construction, prosecution, completion or repair of any public building, public work, or building or work financed in whole or in part by loans or grants from the United States, to give up any part of the compensation to which he is entitled under his contract of employment, shall be fined not more than \$10,000 or imprisoned not more than five years, or both.



EXECUTIVE OFFICE OF THE PRESIDENT
OFFICE OF MANAGEMENT AND BUDGET
WASHINGTON, D.C. 20503

April 18, 2022

M-22-11

MEMORANDUM FOR HEADS OF EXECUTIVE DEPARTMENTS AND AGENCIES

FROM: Shalanda D. Young
Director

SUBJECT: Initial Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure

On November 15, 2021, President Biden signed into law the Infrastructure Investment and Jobs Act (“IIJA”), Pub. L. No. 117-58, which includes the Build America, Buy America Act (“the Act”). Pub. L. No. 117-58, §§ 70901-52. The Act strengthens Made in America Laws¹ and will bolster America’s industrial base, protect national security, and support high-paying jobs. The Act requires that no later than May 14, 2022—180 days after the enactment of the IIJA—the head of each covered Federal agency² shall ensure that “none of the funds made available for a Federal financial assistance program for infrastructure, including each deficient program, may be obligated for a project unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States.”³

The Act affirms, consistent with Executive Order 14005, *Ensuring the Future Is Made in All of America by All of America’s Workers* (“the Executive Order”), this Administration’s priority to “use terms and conditions of Federal financial assistance awards to maximize the use of goods, products, and materials produced in, and services offered in, the United States.”⁴

The Act provides statutory authorities for the Made in America Office (“MIAO”) in the Office of Management and Budget (“OMB”) to maximize and enforce compliance with Made in

¹ “Made in America Laws” means all statutes, regulations, rules, and Executive Orders relating to Federal financial assistance awards or Federal procurement, including those that refer to “Buy America” or “Buy American,” that require, or provide a preference for, the purchase or acquisition of goods, products, or materials produced in the United States, including iron, steel, and manufactured products offered in the United States. Made in America Laws include laws requiring domestic preference for maritime transport, including the Merchant Marine Act of 1920 (Pub. L. No. 66-261), also known as the Jones Act. Exec. Order No. 14,005, 86 Fed. Reg. 7475, § 2(b) (Jan. 28, 2021), *available at* <https://www.federalregister.gov/documents/2021/01/28/2021-02038/ensuring-the-future-is-made-in-all-of-america-by-all-of-americas-workers>. Made in America Laws also include laws that give preference to Indian-owned and -controlled businesses, such as the Buy Indian Act (25 U.S.C. 47), that produce items in the United States.

² For the purposes of this guidance, the terms “Federal agency” and “agency” mean any authority of the United States that is an “agency” (as defined in section 3502 of title 44, United States Code), other than an independent regulatory agency (as defined in that section). IIJA, § 70912(3).

³ IIJA, § 70914(a).

⁴ Exec. Order No. 14,005 (see footnote 1).

America Laws.⁵ MIAO aims to increase reliance on domestic supply chains and reduce the need for waivers through a strategic process aimed at: achieving consistency across agencies; gathering data to support decision-making to make U.S. supply chains more resilient; bringing increased transparency to waivers in order to send clear demand signals to domestic producers; and concentrating efforts on changes that will have the greatest impact.⁶

This memorandum provides implementation guidance to Federal agencies on the application of: (1) a “Buy America” preference⁷ to Federal financial assistance programs for infrastructure; and (2) a transparent process to waive such a preference, when necessary. A Federal financial assistance program for infrastructure is any program under which an award may be issued for an infrastructure project, regardless of whether infrastructure is the primary purpose of the award. The term “project” means any activity related to the construction, alteration, maintenance, or repair of infrastructure in the United States.⁸

Agencies should determine how this guidance is best applied to their infrastructure programs and processes, and consult with OMB, as needed, on establishing criteria, processes, and procedures for applying a Buy America preference and issuing waivers. OMB may update or provide additional guidance, as appropriate, to further assist agencies in the implementation of a Buy America preference.

I. Application of a Buy America Preference

By May 14, 2022, agencies must ensure that all applicable programs comply with section 70914 of the Act, including by the incorporation of a Buy America preference in the terms and conditions of each award with an infrastructure project.⁹ The Act requires the following Buy America preference:

- (1) All iron and steel used in the project are produced in the United States. This means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- (2) All manufactured products used in the project are produced in the United States. This means the manufactured product was manufactured in the United States, and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation.

⁵ IJA, § 70923(a) & (b)(1).

⁶ OMB Memorandum M-21-26, Increasing Opportunities for Domestic Sourcing and Reducing the Need for Waivers from Made in America Laws available at: <https://www.whitehouse.gov/wp-content/uploads/2020/11/M-21-06.pdf>

⁷ For the purposes of this guidance, a “Buy America” preference is a domestic content procurement preference as defined in IJA, § 70912(2).

⁸ IJA, § 70912 (5) & (7).

⁹ See Appendix I: Example of Award Term - Required Use of American Iron, Steel, Manufactured Products, and Construction Materials.

- (3) All construction materials are manufactured in the United States. This means that all manufacturing processes for the construction material occurred in the United States.^{10, 11}

II. Applicability to Federal Financial Assistance Programs

This guidance applies to all Federal financial assistance as defined in section 200.1 of title 2, Code of Federal Regulations¹²—whether or not funded through IIJA—where funds are appropriated or otherwise made available and used for a project for infrastructure. Federal financial assistance means assistance that non-Federal entities receive or administer in the form of grants, cooperative agreements, non-cash contributions or donations of property, direct assistance, loans, loan guarantees, and other types of financial assistance. The term “non-Federal entity” includes States, local governments, territories, Indian tribes, Institutions of Higher Education (IHE), and nonprofit organizations.¹³

For purposes of this guidance, for-profit organizations are not considered non-Federal entities. However, this guidance does not alter independent statutory authorities that agencies may have to include domestic content requirements in awards of Federal financial assistance issued to for-profit organizations.

Federal agencies are encouraged to consult with OMB if they are uncertain about the applicability of this guidance to any particular infrastructure program.

Before applying a Buy America preference to a covered program that will affect Tribal communities, Federal agencies should follow the consultation policies established through Executive Order 13175, *Consultation and Coordination with Indian Tribal Governments*, and consistent with policies set forth in the Presidential Memorandum of January 26, 2021, on Tribal Consultation and Strengthening Nation-Nation Relationships. Federal agencies should commence consultation promptly.

This guidance does not apply to “expenditures for assistance authorized under section 402, 403, 404, 406, 408, or 502 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5170a, 5170b, 5170c, 5172, 5174, or 5192) relating to a major disaster or emergency declared by the President under section 401 or 501, respectively, of such Act (42 U.S.C. 5170, 5191) or pre and post disaster or emergency response expenditures.”¹⁴ “[P]re and post disaster or emergency response expenditures” consist of expenditures for financial assistance that are (1) authorized by statutes other than the Stafford Act, 42 U.S.C. §§ 5121 et seq., and (2) made in anticipation of or response to an event or events that qualify as an “emergency” or “major disaster” within the meaning of the Stafford Act, *id.* § 5122(1), (2). Awards made to support the construction or improvement of infrastructure to mitigate the damage that may be caused by a non-imminent future emergency or disaster, such as awards

¹⁰ IIJA, § 70912 (2) & (6)(B)(ii).

¹¹ See Section VIII. of this guidance for more information on construction materials.

¹² IIJA § 70912(4)(A)

¹³ See 2 C.F.R. § 200.1.

¹⁴ IIJA § 70912(4)(B)

made under FEMA's Flood Mitigation Assistance program,¹⁵ do not qualify as "pre and post disaster or emergency response expenditures."

Subawards should conform to the terms and conditions of the Federal award from which they flow.¹⁶

The IIJA's definition of "infrastructure" encompasses public infrastructure projects. Thus, the term "infrastructure" includes, at a minimum, the structures, facilities, and equipment for, in the United States, roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property.¹⁷ Agencies should treat structures, facilities, and equipment that generate, transport, and distribute energy - including electric vehicle (EV) charging - as infrastructure.

When determining if a program has infrastructure expenditures, Federal agencies should interpret the term "infrastructure" broadly and consider the definition provided above as illustrative and not exhaustive. When determining if a particular construction project of a type not listed in the definition above constitutes "infrastructure," agencies should consider whether the project will serve a public function, including whether the project is publicly owned and operated, privately operated on behalf of the public, or is a place of public accommodation, as opposed to a project that is privately owned and not open to the public. Projects with the former qualities have greater indicia of infrastructure, while projects with the latter quality have fewer. Projects consisting solely of the purchase, construction, or improvement of a private home for personal use, for example, would not constitute an infrastructure project. Federal agencies are strongly encouraged to consult with OMB when making such determinations.

Agencies should consult with MIAO regarding their readiness to apply the requirements of the Act to covered programs. Agencies with questions regarding the application of a Buy America preference to agency-specific programs, including questions about the possible use of waivers during adjustment periods as agencies work to implement the Act, are advised to reach out to MIAO for technical assistance and advice.

III. Consistency with International Agreements

Pursuant to section 70914(e) of the Act, this guidance must be applied in a manner consistent with the obligations of the United States under international agreements.

IV. Avoid Unnecessary Disruption

The Act makes clear that its preferences apply to a Federal financial assistance program for infrastructure only to the extent that a domestic content procurement preference as described

¹⁵ See 42 U.S.C. § 4104c.

¹⁶ 2 CFR 200.101 (b) (2)

¹⁷ IIJA, § 70912(5).

in section 70914 of the Act does not already apply to iron, steel, manufactured products, and construction materials.¹⁸ Agencies should consider whether existing domestic content requirements meet the standards in the Act, as described in this memorandum. Agencies must make necessary changes to come into compliance with the Act's requirements, while preserving policies and provisions that already meet or exceed the standards required by the Act. For example, a program in which the standards for iron and steel already meet the standards in the Act may nevertheless be required to adopt new standards for manufactured products and construction materials. Maintaining current policies where appropriate avoids unnecessary disruption to programs, or elements of programs, that already meet or exceed Build America, Buy America requirements.

V. Effective Date for Awards

Agencies must ensure that, starting on May 14, 2022, all Federal financial assistance programs for infrastructure comply with the requirements of section 70914 of the Act. Therefore, new awards made on or after May 14, 2022, must take appropriate steps to ensure financial assistance awards comply with these requirements, which may include appropriate terms and conditions¹⁹ incorporating a Buy America preference. Renewal awards and amendments obligating additional funds to existing awards that are executed on or after May 14, 2022, must also include a Buy America preference. This means that agencies must include a Buy America preference in awards issued on or after May 14, 2022, even if Notices of Funding Opportunities for those awards did not include a Buy America preference. In these cases, agencies may consider whether public interest waivers may be needed to avoid undue increases in the time and cost of a project. Similarly, public interest waivers may be needed for awards and amendments made on or after May 14, 2022, where budgets for purchase of covered materials have already been agreed upon (including if materials have been ordered and construction has begun). Consistent with the guidance provided below, agencies should issue waivers judiciously and clearly communicate to recipients the limitations and conditions of any such waivers.

VI. Articles, Materials, and Supplies for Infrastructure

A Buy America preference, as defined in section I of this guidance, only applies to the iron and steel, manufactured products, and construction materials used for the infrastructure project under an award. If an agency has determined that no funds from a particular award under a covered program will be used for infrastructure, a Buy America preference does not apply to that award. Similarly, for a covered program, a Buy America preference does not apply to non-infrastructure spending under an award that also includes a covered project. A Buy America preference applies to *an entire infrastructure project*, even if it is funded by both Federal and non-Federal funds under one or more awards.

A Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply

¹⁸ IIJA, § 70917(a) &(b).

¹⁹ See Appendix I: Example of Award Term - Required Use of American Iron, Steel, Manufactured Products, and Construction Materials for exemplary language.

to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project, but are not an integral part of or permanently affixed to the structure.

For the purposes of this guidance, an article, material, or supply should only be classified into *one* of the following categories: (1) iron or steel; (2) a manufactured product; or (3) a construction material. For ease of administration, an article, material, or supply should not be considered to fall into multiple categories. Agencies should apply the iron and steel test to items that are predominantly iron or steel, unless another standard applies under law or regulation.

Any waivers from these requirements must be in writing and meet the requirements of section 70914(b).

VII. Issuing Buy America Waivers

Pursuant to Section 70914(c) of the Act, the head of a Federal agency may waive the application of a Buy America preference under an infrastructure program in any case in which the head of the Federal agency finds that—

- (1) applying the domestic content procurement preference would be inconsistent with the public interest (a “public interest waiver”);
- (2) types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality (a “nonavailability waiver”); or
- (3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent (an “unreasonable cost waiver”).

Federal agencies are responsible for processing and approving all waivers, including waivers requested by recipients and on behalf of subrecipients. To the greatest extent practicable, waivers should be targeted to specific products and projects.²⁰

Before issuing a waiver, the head of the Federal agency must make publicly available on the agency’s website a detailed written explanation for the proposed determination to issue the waiver and provide at least 15 days for public comment on the proposed waiver.²¹ General applicability waivers are subject to a minimum 30-day public comment period.²² By April 29, 2022, agencies should provide the website address where they will be posting proposed waivers for public comment to MBX.OMB.MadeInAmerica@omb.eop.gov. Pursuant to sections 70914(c) and 70937 of the Act, the waiver must be cross-posted to a centralized waiver transparency website managed by GSA, [BuyAmerican.gov](https://www.buyamerican.gov),²³ no later than November 15, 2022.

²⁰ See Section VII of this guidance for information on waiver principles and criteria.

²¹ Executive Order, § 4(b)(i)(2); IJJA, § 70914(c); IJJA, § 70937 (note that “Buy American” as used in this section also refers to Buy America preferences, per IJJA, § 70932(1)).

²² IJJA § 70914(d)(2)(A)(ii). See Section VII of this guidance for information on general applicability waivers.

²³ [BuyAmerican.gov](https://www.buyamerican.gov) redirects to [MadeInAmerica.gov](https://www.madeinamerica.gov).

To minimize duplication and promote efficiency, MIAO and GSA will coordinate with agencies on the expansion of the existing website's functionality to display waivers for Federal financial assistance and provide further instructions to agencies as necessary.

Federal agencies are responsible for performing due diligence and approving or rejecting waivers consistent with the Act, this guidance, and any other applicable Buy America laws. Federal agencies should notify MIAO in advance of posting an award- or project-level proposed waiver for public comment. However, Federal agencies must consult with MIAO for proposed waivers with broader applicability (such as a general applicability waiver) before posting them for public comment. The purpose of the consultation is to identify any opportunities to structure the waiver in order to maximize the use of goods, products, and materials produced in the United States to the greatest extent possible consistent with law. Federal agencies should send proposed waivers for review to MBX.OMB.MIAwaivers@omb.eop.gov.

Federal agencies must submit to MIAO a proposed waiver for review after the public comment period has concluded. MIAO will review the proposed waiver to determine if it is consistent with applicable law and policy,²⁴ and will notify the Federal agency of its determination.

All waiver requests must include a detailed justification for the use of goods, products, or materials mined, produced, or manufactured outside the United States²⁵ and a certification that there was a good faith effort to solicit bids for domestic products supported by terms included in requests for proposals, contracts, and nonproprietary communications with potential suppliers.²⁶ In addition, at a minimum and to the greatest extent practicable, each proposed waiver submitted to MIAO should include the following information, as applicable:

- Waiver type (nonavailability, unreasonable cost, or public interest)
- Recipient name and Unique Entity Identifier (UEI)
- Federal awarding agency organizational information (e.g., Common Government-wide Accounting Classification (CGAC) Agency Code)
- Financial assistance listing name and number
- Federal financial assistance program name
- Federal Award Identification Number (FAIN) (if available)
- Federal financial assistance funding amount
- Total cost of infrastructure expenditures, including all Federal and non-Federal funds (to the extent known)
- Infrastructure project description and location (to the extent known)
- List of iron or steel item(s), manufactured products, and construction material(s) proposed to be excepted from Buy America requirements, including name, cost, country(ies) of origin (if known), and relevant PSC and NAICS code for each.
- A certification that the Federal official or assistance recipient made a good faith effort to solicit bids for domestic products supported by terms included in requests for proposals, contracts, and nonproprietary communications with the prime contractor.

²⁴ Executive Order, § 4(c).

²⁵ IIJA, § 70937(c)(2)(A).

²⁶ IIJA, § 70937(c)(2)(D).

- A statement of waiver justification, including a description of efforts made (e.g., market research, industry outreach), by the Federal awarding agency and, and in the case of a project or award specific waiver, by the recipient, in an attempt to avoid the need for a waiver. Such a justification may cite, if applicable, the absence of any Buy America-compliant bids received in response to a solicitation.
- Anticipated impact if no waiver is issued.
- Any relevant comments received through the public comment period.

The purpose of the information is to ensure that the agency has adequate information to perform due diligence, that MIAO has sufficient information to determine whether the proposed waiver is consistent with law and policy, and that sufficient information is available for public review. Information provided for public review should help interested manufacturers gauge the demand for products for which agencies are considering waiving a Buy America preference.

To avoid a need for duplicative waiver requests from entities that receive funding for one infrastructure project through multiple Federal agencies, the Federal agency contributing the greatest amount of Federal funds for the project should be considered the “Cognizant Agency for Made in America” and should take responsibility for coordinating with the other Federal awarding agencies. Such coordination will provide uniform waiver criteria and adjudication processes, minimize duplicative efforts among Federal agencies, and reduce burdens on recipients. The Cognizant Agency for Made in America shall be responsible for consulting with the other Federal awarding agencies, publicizing the proposed joint waiver, and submitting the proposed joint waiver for review to MIAO.

a. Exceptions for Unforeseen and Exigent Circumstances

In limited situations where there is an urgent need in an unforeseen and exigent circumstance, agencies have the authority to waive the application of Buy America preferences without submitting the waiver for public comment and MIAO determination.²⁷ As an exception to the public transparency requirements of the Act, agencies should exercise that authority only when necessary. Further, to ensure MIAO can fulfill its role as a central and transparent source of Made in America waivers, an agency that issues a waiver without first seeking public comment and MIAO approval must, within 30 days of the waiver’s issuance, submit a report to MIAO explaining its reliance upon the “unforeseen and exigent circumstance” exception.²⁸ MIAO will provide further instructions to agencies on how to submit those reports. Although public posting and MIAO review may be waived in exigent circumstances, agencies remain responsible for performing due diligence appropriate to the circumstances, consistent with the principles and criteria in paragraphs VII(b) and (c) below.

²⁷ IIIA, § 70937(b)(2).

²⁸ This reporting process was established pursuant to Executive Order 14,005, § 4(d) and OMB Guidance on Improving the Transparency of Made in America Waivers available at: <https://www.whitehouse.gov/wp-content/uploads/2021/10/Guidance-Memo-Improving-the-Transparency-of-Made-in-America-Waivers.pdf>.

b. Waiver Principles and Criteria

To ensure they are scrupulously monitoring, enforcing, and complying with applicable Buy America Laws and minimizing the use of waivers,²⁹ agencies must apply standard criteria to determine whether to grant a waiver in a given circumstance. Agencies with existing criteria must review it for consistency with this guidance and update it as appropriate. All other agencies must establish criteria.

Agencies may reject or grant waivers in whole or in part. To the greatest extent practicable, waivers should be issued at the project level and be product-specific. Overly broad waivers undermine market signals designed to boost domestic supply chains, particularly for key articles, materials and supplies in critical supply chains (i.e., critical supply chains identified in Executive Order 14017, *America's Supply Chains*). When necessary, agencies may consider issuing a waiver that has applicability beyond a single project; however, agencies should always issue, construe, and apply waivers to ensure the maximum utilization of goods, products, and materials produced in the United States, consistent with applicable law. Federal agencies may consult with MIAO when establishing or modifying criteria for granting waivers. They may also work within the Made in America Council, a practice that will help to foster consistency across agencies to the greatest extent practical and appropriate, given agency and program missions.

Federal agencies should use the following principles before issuing a waiver of any type:

- **Time-limited:** In certain limited circumstances, a Federal agency may determine that a waiver should be constrained principally by a length of time, rather than by the specific projects to which it applies. Waivers of this type may be appropriate, for example, when an item that is “nonavailable” is widely used in projects funded by a particular program’s awards. When issuing such a waiver, the agency should identify a short, definite time frame (e.g., no more than one to two years) designed to ensure that, as domestic supply becomes available, domestic producers will have prompt access to the market created by the program.
- **Targeted:** Waivers that are not limited to particular projects should apply only to the item(s), product(s), or material(s) or category(ies) of item(s), product(s), or material(s) necessary. Waivers that are overly broad will tend to undermine domestic preference policies. Broader waivers will receive greater scrutiny from MIAO.
- **Conditional:** Federal agencies are encouraged to issue waivers with specific conditions that support the policies of the Act and the Executive Order.

These principles and criteria should be viewed as minimum requirements for the use of waivers by Federal agencies.³⁰

Nonavailability Waivers

Before granting a nonavailability waiver, agencies should consider whether the recipient has performed thorough market research, which may be accomplished with assistance from the agency, and adequately considered, where appropriate, qualifying alternate items, products, or

²⁹ IJA § 70933(2).

³⁰ See Section IV. of this guidance for agencies that have existing regulations or guidance.

materials. Waivers should describe the market research activities and methods to identify domestically manufactured items capable of satisfying the requirement, including the timing of the research and conclusions reached on the availability of sources. Agencies are encouraged to engage with the Made in America Council to develop resource lists for common items, goods, or materials.

Unreasonable Cost Waivers

An unreasonable cost waiver is available if the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent. Before granting an unreasonable-cost waiver, to the extent permitted by law, agencies should ensure the recipient has provided adequate documentation that no domestic alternatives are available within this cost parameter. Agencies may assist recipients in gathering documentation.

For requests citing unreasonable cost as the statutory basis of the waiver, the waiver justification must include, as applicable, a comparison of the cost of the domestic product to the cost of the foreign product or a comparison of the overall cost of the project with domestic products to the overall cost of the project with foreign-origin products, pursuant to the requirements of the applicable Made in America law.³¹ Publicly available cost comparison data may be provided in lieu of proprietary pricing information.³² Unreasonable-cost waivers should be no broader than necessary.

Public Interest Waivers

A waiver in the public interest may be appropriate where an agency determines that other important policy goals cannot be achieved consistent with the Buy America requirements established by the Act and the proposed waiver would not meet the requirements for a nonavailability or unreasonable cost waiver. Such waivers shall be used judiciously and construed to ensure the maximum utilization of goods, products, and materials produced in the United States.³³ To the extent permitted by law, determination of public interest waivers shall be made by the head of the agency with the authority over the Federal financial assistance award.³⁴

Public interest waivers may have a variety of bases. As with other waivers, they should be project-specific whenever possible, as what is in the public interest may vary depending upon the circumstances of the project, recipient, and specific items, products, or materials in question.

Federal agencies may wish to consider issuing a limited number of general applicability public interest waivers in the interest of efficiency and to ease burdens for recipients. The agency remains responsible for determining whether such a waiver is appropriate to apply to any

³¹ IIJA, § 70937(c)(2)(B).

³² IIJA, § 70937(c)(2)(B).

³³ IIJA, § 70935(a).

³⁴ IIJA, § 70935(b).

given project; the Made in America Office will not review each application of such a waiver. The following are examples of types of public interest waivers an agency may consider issuing.³⁵

- **De Minimis:** Ease of administration is important to reduce burden for recipients and agencies. Federal agencies may consider whether a general applicability public interest waiver should apply to infrastructure project purchases below a de minimis threshold. An agency may consider whether a public interest waiver should apply when necessary to ensure that recipients and Federal agencies make efficient use of limited resources, especially if the cost of processing the individualized waiver(s) would risk exceeding the value of the items waived. Agencies may consider adopting an agency-wide public interest waiver that sets a de minimis threshold, for example, of 5 percent of project costs up to a maximum of \$1,000,000.
- **Small Grants:** Agencies may wish to consider whether it is in the public interest to waive application of a Buy America preference to awards below the Simplified Acquisition Threshold. This type of waiver may be particularly relevant in the initial years after enactment of IIJA, and may be phased out over time as agencies develop efficient waiver review capabilities.
- **Minor Components:** Agencies may wish to consider whether it is in the public interest to allow minor deviations for miscellaneous minor components within iron and steel products. A minor components waiver in the public interest may allow non-domestically produced miscellaneous minor components comprising no more than 5 percent of the total material cost of an otherwise domestically produced iron and steel product to be used. It would not be in the public interest to use a minor components waiver to exempt a whole product from the iron and steel requirements, or to allow the primary iron or steel components of the product to be produced other than domestically.
- **Adjustment Period:** Agencies should consider whether brief, time limited waivers to allow recipients and agencies to transition to new rules and processes may be in the public interest.
- **International Trade Obligations:** If a recipient is a State that has assumed procurement obligations pursuant to the Government Procurement Agreement or any other trade agreement, a waiver of a Made in America condition to ensure compliance with such obligations may be in the public interest.
- **Other Considerations:** A waiver may be in the public interest in one circumstance, but not in another, and considerations will depend upon the nature and amount of resources available to the recipient, the value of the items, goods, or materials in question, the potential domestic job impacts, and other policy considerations, including sustainability, equity, accessibility, performance standards, and the domestic content (if any) of and conditions under which the non-qualifying good was produced.

All proposed waivers citing the public interest as the statutory basis must include a detailed written statement, which shall address all appropriate factors, such as potential

³⁵ The list is not exhaustive and no agency is required to issue the types of waivers noted as examples. As with other general applicability waivers, generally applicable public interest waivers must be reviewed at least every five years and more often as appropriate.

obligations under international agreements, justifying why the requested waiver is in the public interest.³⁶

Before granting a waiver in the public interest, to the extent permitted by law, agencies shall assess whether a significant portion of any cost advantage of a foreign-sourced product is the result of the use of dumped steel, iron, or manufactured products or the use of injuriously subsidized steel, iron, or manufactured products.³⁷ Agencies may consult with the International Trade Administration (ITA) in making this assessment if the granting agency deems such consultation to be helpful. The agency shall integrate any findings from the assessment into its waiver determination as appropriate.³⁸ MIAO will work with ITA and agencies to develop standard processes to expedite this required assessment, such as by ensuring agencies know how to easily access lists of dumped or injuriously subsidized products.

c. General Applicability Waivers

The term “general applicability waiver” refers to a waiver that applies generally across multiple awards. A general applicability waiver can be “product-specific” (e.g., applies only to a product or category of products) or “non-product specific” (e.g., applies to all “manufactured products”).

General applicability waivers should be issued only when necessary to advance an agency’s missions and goals, consistent with IIJA, the Executive Order, and this guidance. For example, an agency might issue a general waiver for a product for which there are well-established domestic sourcing challenges. General applicability waivers will require appropriate justification from the Federal agency.

Federal agencies with one or more existing general applicability waivers, including public interest waivers, must review such waivers within five years of the date on which the waiver was issued. Agencies issuing new general applicability waivers must review such waivers at least every five years from the date of issuance. Agencies are encouraged to review general applicability waivers more frequently, when appropriate. In conducting a review of any general applicability waiver, the head of a Federal agency shall—

- (A) publish in the *Federal Register* a notice that—
 - (i) describes the justification for a general applicability waiver; and
 - (ii) requests public comments for a period of not less than 30 days on the continued need for a general applicability waiver; and
- (B) publish in the *Federal Register* a determination on whether to continue or discontinue the general applicability waiver, considering the comments received in response to the notice published under paragraph (A).³⁹

³⁶ IIJA, § 70937(c)(2)(C).

³⁷ Executive Order, § 5.

³⁸ Executive Order, § 5.

³⁹ IIJA, § 70914(d)(1) & (2).

For a period of five years beginning on the date of enactment of the Act, paragraphs (A) and (B) above shall not apply to any product-specific general applicability waiver that was issued more than 180 days before November 15, 2021.⁴⁰

By no later than November 15, 2022, agencies with existing, non-product specific general applicability waivers that were issued more than five years before November 15, 2021 should promptly commence review of each such waiver by publishing a *Federal Register* notice as required in section 70914(d)(2)(A) of the IIJA. Should the review justify retaining the waiver, agencies should consider narrowing the waiver in a manner that would support supply chain resilience and boost incentives to manufacture key products domestically, as appropriate.

To ensure prompt commencement of projects funded by IIJA, MIAO plans to work with agencies to expedite consideration of general applicability waivers for products or categories of products for which domestic sourcing challenges have been well documented. Agencies should align such waivers with complementary policies, such as work to boost supply chain resiliency and domestic employment. General applicability waivers should include appropriate expiration dates designed to ensure that, once available, Buy America qualifying products receive appropriate consideration.

VIII. Preliminary Guidance for Construction Materials

For construction materials, the Act requires that, not later than 180 days after November 15, 2021, OMB must issue standards that define the term “all manufacturing processes” in the case of construction materials. These standards must require that each manufacturing process required for the manufacture of the construction material and the inputs of the construction material occurs in the United States. They must also reflect efforts to maximize the direct and indirect jobs benefited or created in the production of the construction material.⁴¹

Although the deadline to issue such guidance has not yet passed, OMB is providing preliminary and non-binding guidance to assist agencies in determining which materials are construction materials so that agencies can begin applying Buy America requirements to those materials. This preliminary guidance addresses the requirements as set forth in section 70915(b) of the IIJA while providing sufficient time for OMB to receive additional stakeholder input.

The IIJA finds that “construction materials” includes an article, material, or supply—other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives⁴²—that is or consists primarily of:

- non-ferrous metals;
- plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables);
- glass (including optic glass);

⁴⁰ IIJA, § 70914(d)(3).

⁴¹ IIJA, § 70915(b).

⁴² IIJA, § 70917(c)(1).

- lumber; or
- drywall.⁴³

To provide clarity to item, product, and material manufacturers and processors, we note that items that consist of two or more of the listed materials that have been combined together through a manufacturing process, and items that include at least one of the listed materials combined with a material that is not listed through a manufacturing process, should be treated as manufactured products, rather than as construction materials. For example, a plastic framed sliding window should be treated as a manufactured product while plate glass should be treated as a construction material.

Pending OMB's issuance of final standards on construction materials, and absent any existing applicable standard in law or regulation that meets or exceeds these preliminary standards, agencies should consider "all manufacturing processes" for construction materials to include at least the final manufacturing process and the immediately preceding manufacturing stage for the construction material. OMB is seeking additional stakeholder input before issuing further guidance identifying initial manufacturing processes for construction materials that should be considered as part of "all manufacturing processes."

Agencies should consult with MIAO, as needed, to ensure that any waiver issued for construction materials is explicitly targeted and time-limited, in order to send a clear market signal that additional standards for "all manufacturing processes" in the case of construction materials will be forthcoming.

⁴³ See IIIA, § 70911(5).

Appendix I: Example of Award Term - Required Use of American Iron, Steel, Manufactured Products, and Construction Materials

Where applicable, the Federal agency must include appropriate terms and conditions in all awards, in accordance with applicable legal requirements and its established procedures, in order to effectuate the requirements of the Act and this guidance. The following is sample language.

To achieve the greatest possible consistency across agencies and programs, agencies should send their proposed terms and conditions to MIAO for review prior to incorporating them into applicable awards. Agencies should begin including appropriate language in NOFOs published *before* May 14, 2022 to provide applicants fair notice of the Buy America conditions that will apply to funds obligated on or after that date.

** ** **

Recipients of an award of Federal financial assistance from a program for infrastructure are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

- (1) all iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- (2) all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
- (3) all construction materials⁴⁴ are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project, but are not an integral part of the structure or permanently affixed to the infrastructure project.

⁴⁴ Excludes cement and cementitious materials, aggregates such as stone, sand, or gravel, or aggregate binding agents or additives.

Waivers

When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements. The agency should notify the recipient for information on the process for requesting a waiver from these requirements.

- (a) When the Federal agency has made a determination that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that:
- (1) applying the domestic content procurement preference would be inconsistent with the public interest;
 - (2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or
 - (3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office.

There may be instances where an award qualifies, in whole or in part, for an existing waiver described at [\[link to awarding agency web site with information on currently applicable general applicability waivers\]](#).

*Definitions*⁴⁵

“Construction materials” includes an article, material, or supply—other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives⁴⁶—that is or consists primarily of:

- non-ferrous metals;
- plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables);
- glass (including optic glass);
- lumber; or
- drywall.

⁴⁵ Federal agencies may choose to provide definitions on a public-facing website and reference that website in the terms and conditions, rather than including all definitions in the terms and conditions itself. If an agency chooses to do provide definitions on a public-facing website, it is not considered a deviation from the terms and conditions provided and does not need to be reviewed by OMB.

⁴⁶ IIA, § 70917(c)(1).

“Domestic content procurement preference” means all iron and steel used in the project are produced in the United States; the manufactured products used in the project are produced in the United States; or the construction materials used in the project are produced in the United States.

“Infrastructure” includes, at a minimum, the structures, facilities, and equipment for, in the United States, roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property. Infrastructure includes facilities that generate, transport, and distribute energy.

“Project” means the construction, alteration, maintenance, or repair of infrastructure in the United States.

BID FORMS

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

SECTION 2
CONTRACT FORMS

NOTICE OF AWARD

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

PROJECT: «TitleCaps»

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

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

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

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

«OwnerCaps»

«OwnerCEOFirst» «OwnerCEOLast», «OwnerCEOTitle»

ACKNOWLEDGMENT

«ContractCAPName»

«ContractFirst» «ContractLast», «ContractTitle»

CONTRACT

FOR «TitleCaps»

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

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

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

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

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

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

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

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

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

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

«ContractCAPName»

«ContractFirst» «ContractLast», «ContractTitle»

«OwnerCaps»

«OwnerCEOFirst» «OwnerCEOLast», «OwnerCEOTitle»

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

«OwnerFiscalFirst» «OwnerFiscalLast», «OwnerFiscalTitle»

APPROVED AS TO FORM:

«OwnerLegalName», «OwnerLegalTitle»

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

- A) CERTIFICATE OF INSURANCE FOR
CONTRACTOR'S PUBLIC LIABILITY INSURANCE POLICY
AND AUTOMOTIVE INSURANCE POLICY**
Owner, Verdantas, LLC & CT Consultants, Inc. Named as Additional Insured
- B) CERTIFICATE OF INSURANCE FOR
OWNER'S AND CONTRACTOR'S PROTECTIVE POLICY**
Owner Named as Insured (No Additional Insured)
- C) CERTIFICATE OF WORKER'S COMPENSATION**
- D) CONTRACT BOND THAT COMPLIES WITH ORC 153.54 AND 153.57**

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

DELINQUENT PERSONAL PROPERTY STATEMENT

STATE OF _____)
) SS
COUNTY OF _____)

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

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

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

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

«ContractCAPName»

«ContractFirst» «ContractLast», «ContractTitle»

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

Notary Public

My Commission Expires: _____

AFFIDAVIT
OF COMPLIANCE WITH OHIO REVISED CODE SECTION 3517.13

STATE OF _____)
) SS
COUNTY OF _____)

_____ being duly sworn deposes and states as follows:

1. I am duly authorized to make the statements contained herein on behalf of _____ (“the Contracting Party”).
2. The Contracting Party is a/an (select one):
 - ☐ Individual, partnership, or other unincorporated business association (including without limitation, a professional association organized under Ohio Revised Code Chapter 1787), estate, or trust
 - ☐ Corporation organized and existing under the laws of the State of _____
 - ☐ Labor organization
3. I hereby affirm that the Contracting Party and each of the individuals specified in R.C. 3517.13(I) (with respect to non-corporate entities and labor organizations) or R.C. 3517.13(J) (with respect to corporations) are in full compliance with the political contribution limitations set forth in R.C. 3517.13(I) and (J), as applicable.
4. I understand that a false representation on this certification will incur penalties pursuant to 3517.992(R).

Affiant further sayeth naught.

By: _____

Title: _____

SWORN TO BEFORE ME and subscribed in my presence this _____ day of _____, 20_____.

Notary Public

My commission expires: _____

NOTICE TO PROCEED

Project: «Title»

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

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

Date: _____

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

«OwnerCaps»

«OwnerCEOFirst» «OwnerCEOLast», «OwnerCEOTitle»

**Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Performance Form**

This form is intended to capture the DBE¹ subcontractor's² description of work to be performed and the price of the work submitted to the prime contractor. An EPA Financial Assistance Agreement Recipient must require its prime contractor to have its DBE subcontractors complete this form and include all completed forms in the prime contractors bid or proposal package.

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:	

Contract Item Number	Description of Work Submitted to the Prime Contractor Involving Construction, Services , Equipment or Supplies	Price of Work Submitted to the Prime Contractor
DBE Certified By: ☐ ODOT ☐ DAS/EDGE ☐ Other: _____		Meets/ exceeds EPA certification standards? ☐ YES ☐ NO ☐ Unknown

Check Which One Applies: _____ MBE _____ WBE (Include MBE/WBE Certificates, No DBE Certs)

¹ 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.

² 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.

FORM 6100-3 (DBE Subcontractor Performance Form)

**Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Performance Form**

I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form does not signify a commitment to utilize the subcontractors above. I am aware of that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302 I.

Prime Contractor Signature	Print Name
Title	Date

Subcontractor Signature	Print Name
Title	Date

**Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Utilization Form**

This form is intended to capture the prime contractor's actual and/or anticipated use of identified certified DBE¹ subcontractors² and the estimated dollar amount of each subcontract. An EPA Financial Assistance Agreement Recipient must require its prime contractors to complete this form and include it in the bid or proposal package. Prime contractors should also maintain a copy of this form on file.

Prime Contractor Name		Project Name	
Bid/ Proposal No.	Assistance Agreement ID No. (if known)	Point of Contact	
Address			
Telephone No.		Email Address	
Issuing/Funding Entity:			

I have identified potential DBE certified subcontractors	☐ YES ☐ NO		
If yes, please complete the table below. If no, please explain:			
Subcontractor Name/ Company Name	Company Address/ Phone/ Email	Est. Dollar Amt.	Currently DBE Certified?

Continue on back if needed

¹ 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.

² 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.

**Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Utilization Form**

I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form does not signify a commitment to utilize the subcontractors above. I am aware of that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302 I.

Prime Contractor Signature	Print Name
Title	Date

AMERICAN IRON AND STEEL ACKNOWLEDGEMENT

The Contractor acknowledges to and for the benefit of the _____ (“Purchaser”) and the State of Ohio (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.

Signature

Date

Name and Title of Authorized Signatory, Please Print or Type

Bidder’s Firm

☐ Check here if the WPCLF or WSRLA applicant will be requesting an individual waiver for non-American made iron and steel products. Please note that the waiver box does not need to be marked for nationwide waivers.

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

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

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

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

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

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

SECTION 3
GENERAL CONDITIONS

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

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly by



AMERICAN COUNCIL OF ENGINEERING COMPANIES

ASSOCIATED GENERAL CONTRACTORS OF AMERICA

AMERICAN SOCIETY OF CIVIL ENGINEERS

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

Endorsed by



CONSTRUCTION SPECIFICATIONS INSTITUTE

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

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1420 King Street, Alexandria, VA 22314-2794
(703) 684-2882
www.nspe.org

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

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

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

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STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

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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 submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.
13. *Contract Price*—The moneys payable by Owner to Contractor for completion of the Work in accordance with the Contract Documents as stated in the Agreement (subject to the provisions of Paragraph 11.03 in the case of Unit Price Work).
14. *Contract Times*—The number of days or the dates stated in the Agreement to: (i) achieve Milestones, if any; (ii) achieve Substantial Completion; and (iii) complete the Work so that it is ready for final payment as evidenced by Engineer's written recommendation of final payment.
15. *Contractor*—The individual or entity with whom Owner has entered into the Agreement.
16. *Cost of the Work*—See Paragraph 11.01 for definition.
17. *Drawings*—That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings and other Contractor submittals are not Drawings as so defined.
18. *Effective Date of the Agreement*—The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.
19. *Engineer*—The individual or entity named as such in the Agreement.
20. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.
21. *General Requirements*—Sections of Division 1 of the Specifications.
22. *Hazardous Environmental Condition*—The presence at the Site of Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto.
23. *Hazardous Waste*—The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.
24. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
25. *Liens*—Charges, security interests, or encumbrances upon Project funds, real property, or personal property.
26. *Milestone*—A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.

27. *Notice of Award*—The written notice by Owner to the Successful Bidder stating that upon timely compliance by the Successful Bidder with the conditions precedent listed therein, Owner will sign and deliver the Agreement.
28. *Notice to Proceed*—A written notice given by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work under the Contract Documents.
29. *Owner*—The individual or entity with whom Contractor has entered into the Agreement and for whom the Work is to be performed.
30. *PCBs*—Polychlorinated biphenyls.
31. *Petroleum*—Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.
32. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor's plan to accomplish the Work within the Contract Times.
33. *Project*—The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.
34. *Project Manual*—The bound documentary information prepared for bidding and constructing the Work. A listing of the contents of the Project Manual, which may be bound in one or more volumes, is contained in the table(s) of contents.
35. *Radioactive Material*—Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.
36. *Resident Project Representative*—The authorized representative of Engineer who may be assigned to the Site or any part thereof.
37. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.
38. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements to support scheduled performance of related construction activities.
39. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

40. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.
41. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by Owner which are designated for the use of Contractor.
42. *Specifications*—That part of the Contract Documents consisting of written requirements for materials, equipment, systems, standards and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable thereto.
43. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work at the Site.
44. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.
45. *Successful Bidder*—The Bidder submitting a responsive Bid to whom Owner makes an award.
46. *Supplementary Conditions*—That part of the Contract Documents which amends or supplements these General Conditions.
47. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or Subcontractor.
48. *Underground Facilities*—All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.
49. *Unit Price Work*—Work to be paid for on the basis of unit prices.
50. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.
51. *Work Change Directive*—A written statement to Contractor issued on or after the Effective Date of the Agreement and signed by Owner and recommended by Engineer ordering an

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

1.02 Terminology

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

B. *Intent of Certain Terms or Adjectives:*

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

C. *Day:*

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

D. *Defective:*

1. The word “defective,” when modifying the word “Work,” refers to Work that is unsatisfactory, faulty, or deficient in that it:
 - a. does not conform to the Contract Documents; or
 - b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or
 - c. has been damaged prior to Engineer’s recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 14.04 or 14.05).

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

1. The word “furnish,” when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.
 2. The word “install,” when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.
 3. The words “perform” or “provide,” when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.
 4. When “furnish,” “install,” “perform,” or “provide” is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of Contractor, “provide” is implied.
- F. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 – PRELIMINARY MATTERS

2.01 *Delivery of Bonds and Evidence of Insurance*

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

2.02 *Copies of Documents*

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

2.03 *Commencement of Contract Times; Notice to Proceed*

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

2.04 *Starting the Work*

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

2.05 *Before Starting Construction*

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

2.06 *Preconstruction Conference; Designation of Authorized Representatives*

- A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in Paragraph 2.05.A, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, and maintaining required records.
- B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit instructions, receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.07 *Initial Acceptance of Schedules*

- A. At least 10 days before submission of the first Application for Payment a conference attended by Contractor, Engineer, and others as appropriate will be held to review for acceptability to Engineer as provided below the schedules submitted in accordance with Paragraph 2.05.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to Engineer.
 - 1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of

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

2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.
3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to component parts of the Work.

ARTICLE 3 – CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

3.01 *Intent*

- A. The Contract Documents are complementary; what is required by one is as binding as if required by all.
- B. It is the intent of the Contract Documents to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that reasonably may be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the indicated result will be provided whether or not specifically called for, at no additional cost to Owner.
- C. Clarifications and interpretations of the Contract Documents shall be issued by Engineer as provided in Article 9.

3.02 *Reference Standards*

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

3.03 *Reporting and Resolving Discrepancies*

- A. *Reporting Discrepancies:*

1. *Contractor's Review of Contract Documents Before Starting Work:* Before undertaking each part of the Work, Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy which Contractor discovers, or has actual knowledge of, and shall obtain a written interpretation or clarification from Engineer before proceeding with any Work affected thereby.
2. *Contractor's Review of Contract Documents During Performance of Work:* If, during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) any standard, specification, manual, or code, or (c) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 6.16.A) until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in Paragraph 3.04.
3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

B. Resolving Discrepancies:

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

3.04 Amending and Supplementing Contract Documents

- A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof by either a Change Order or a Work Change Directive.
- B. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, by one or more of the following ways:
 1. A Field Order;
 2. Engineer's approval of a Shop Drawing or Sample (subject to the provisions of Paragraph 6.17.D.3); or

3. Engineer's written interpretation or clarification.

3.05 *Reuse of Documents*

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

3.06 *Electronic Data*

- A. Unless otherwise stated in the Supplementary Conditions, the data furnished by Owner or Engineer to Contractor, or by Contractor to Owner or Engineer, that may be relied upon are limited to the printed copies (also known as hard copies). Files in electronic media format of text, data, graphics, or other types are furnished only for the convenience of the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.
- B. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the transferring party.
- C. When transferring documents in electronic media format, the transferring party makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the data's creator.

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

4.01 *Availability of Lands*

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

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

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

4.02 *Subsurface and Physical Conditions*

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

- 1. those reports known to Owner of explorations and tests of subsurface conditions at or contiguous to the Site; and
- 2. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities).

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

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

4.03 *Differing Subsurface or Physical Conditions*

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

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

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

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

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

C. *Possible Price and Times Adjustments:*

1. The Contract Price or the Contract Times, or both, will be equitably adjusted to the extent that the existence of such differing subsurface or physical condition causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:
 - a. such condition must meet any one or more of the categories described in Paragraph 4.03.A; and
 - b. with respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraphs 9.07 and 11.03.
2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times if:
 - a. Contractor knew of the existence of such conditions at the time Contractor made a final commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract; or
 - b. the existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such final commitment; or
 - c. Contractor failed to give the written notice as required by Paragraph 4.03.A.
3. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, a Claim may be made therefor as provided in Paragraph 10.05. However, neither Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors shall be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other

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

4.04 *Underground Facilities*

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

1. Owner and Engineer shall not be responsible for the accuracy or completeness of any such information or data provided by others; and
2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:
 - a. reviewing and checking all such information and data;
 - b. locating all Underground Facilities shown or indicated in the Contract Documents;
 - c. coordination of the Work with the owners of such Underground Facilities, including Owner, during construction; and
 - d. the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.

B. *Not Shown or Indicated:*

1. If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated, or not shown or indicated with reasonable accuracy in the Contract Documents, Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer. Engineer will promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the consequences of the existence or location of the Underground Facility. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.
2. If Engineer concludes that a change in the Contract Documents is required, a Work Change Directive or a Change Order will be issued to reflect and document such consequences. An equitable adjustment shall be made in the Contract Price or Contract Times, or both, to the extent that they are attributable to the existence or location of any Underground Facility that was not shown or indicated or not shown or indicated with reasonable accuracy in the Contract Documents and that Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment in Contract Price

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

4.05 *Reference Points*

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

4.06 *Hazardous Environmental Condition at Site*

- A. *Reports and Drawings:* The Supplementary Conditions identify those reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at the Site.
- B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:
 - 1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto; or
 - 2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or
 - 3. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions or information.
- C. Contractor shall not be responsible for any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work. Contractor shall be responsible for a Hazardous Environmental Condition created with any materials brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible.
- D. If Contractor encounters a Hazardous Environmental Condition or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, Contractor shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by

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

- E. Contractor shall not be required to resume Work in connection with such condition or in any affected area until after Owner has obtained any required permits related thereto and delivered written notice to Contractor: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work; or (ii) specifying any special conditions under which such Work may be resumed safely. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, either party may make a Claim therefor as provided in Paragraph 10.05.
- F. If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of an adjustment in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a Claim therefor as provided in Paragraph 10.05. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 7.
- G. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition: (i) was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be included within the scope of the Work, and (ii) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.G shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- H. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.H shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

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

ARTICLE 5 – BONDS AND INSURANCE

5.01 *Performance, Payment, and Other Bonds*

- A. Contractor shall furnish performance and payment bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all of Contractor's obligations under the Contract Documents. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 13.07, whichever is later, except as provided otherwise by Laws or Regulations or by the Contract Documents. Contractor shall also furnish such other bonds as are required by the Contract Documents.
- B. All bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All bonds signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed each bond.
- C. If the surety on any bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of Paragraph 5.01.B, Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the requirements of Paragraphs 5.01.B and 5.02.

5.02 *Licensed Sureties and Insurers*

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

5.03 *Certificates of Insurance*

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

- B. Owner shall deliver to Contractor, with copies to each additional insured and loss payee identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Contractor or any other additional insured) which Owner is required to purchase and maintain.
- C. Failure of Owner to demand such certificates or other evidence of Contractor's full compliance with these insurance requirements or failure of Owner to identify a deficiency in compliance from the evidence provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.
- D. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor.
- E. The insurance and insurance limits required herein shall not be deemed as a limitation on Contractor's liability under the indemnities granted to Owner in the Contract Documents.

5.04 *Contractor's Insurance*

- A. Contractor shall purchase and maintain such insurance as is appropriate for the Work being performed and as will provide protection from claims set forth below which may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable:
 - 1. claims under workers' compensation, disability benefits, and other similar employee benefit acts;
 - 2. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;
 - 3. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;
 - 4. claims for damages insured by reasonably available personal injury liability coverage which are sustained:
 - a. by any person as a result of an offense directly or indirectly related to the employment of such person by Contractor, or
 - b. by any other person for any other reason;
 - 5. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and
 - 6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.
- B. The policies of insurance required by this Paragraph 5.04 shall:

1. with respect to insurance required by Paragraphs 5.04.A.3 through 5.04.A.6 inclusive, be written on an occurrence basis, include as additional insureds (subject to any customary exclusion regarding professional liability) Owner and Engineer, and any other individuals or entities identified in the Supplementary Conditions, all of whom shall be listed as additional insureds, and include coverage for the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of all such additional insureds, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby;
2. include at least the specific coverages and be written for not less than the limits of liability provided in the Supplementary Conditions or required by Laws or Regulations, whichever is greater;
3. include contractual liability insurance covering Contractor's indemnity obligations under Paragraphs 6.11 and 6.20;
4. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other additional insured identified in the Supplementary Conditions to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the Contractor pursuant to Paragraph 5.03 will so provide);
5. remain in effect at least until final payment and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work in accordance with Paragraph 13.07; and
6. include completed operations coverage:
 - a. Such insurance shall remain in effect for two years after final payment.
 - b. Contractor shall furnish Owner and each other additional insured identified in the Supplementary Conditions, to whom a certificate of insurance has been issued, evidence satisfactory to Owner and any such additional insured of continuation of such insurance at final payment and one year thereafter.

5.05 *Owner's Liability Insurance*

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

5.06 *Property Insurance*

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

1. include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as a loss payee;
 2. be written on a Builder's Risk "all-risk" policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage (other than that caused by flood), and such other perils or causes of loss as may be specifically required by the Supplementary Conditions.
 3. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);
 4. cover materials and equipment stored at the Site or at another location that was agreed to in writing by Owner prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by Engineer;
 5. allow for partial utilization of the Work by Owner;
 6. include testing and startup; and
 7. be maintained in effect until final payment is made unless otherwise agreed to in writing by Owner, Contractor, and Engineer with 30 days written notice to each other loss payee to whom a certificate of insurance has been issued.
- B. Owner shall purchase and maintain such equipment breakdown insurance or additional property insurance as may be required by the Supplementary Conditions or Laws and Regulations which will include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as a loss payee.
- C. All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with this Paragraph 5.06 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other loss payee to whom a certificate of insurance has been issued and will contain waiver provisions in accordance with Paragraph 5.07.
- D. Owner shall not be responsible for purchasing and maintaining any property insurance specified in this Paragraph 5.06 to protect the interests of Contractor, Subcontractors, or others in the Work to the extent of any deductible amounts that are identified in the Supplementary Conditions. The risk of loss within such identified deductible amount will be borne by Contractor, Subcontractors, or others suffering any such loss, and if any of them wishes property

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

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

5.07 *Waiver of Rights*

- A. Owner and Contractor intend that all policies purchased in accordance with Paragraph 5.06 will protect Owner, Contractor, Subcontractors, and Engineer, and all other individuals or entities identified in the Supplementary Conditions as loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) in such policies and will provide primary coverage for all losses and damages caused by the perils or causes of loss covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or loss payees thereunder. Owner and Contractor waive all rights against each other and their respective officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them for all losses and damages caused by, arising out of or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Subcontractors and Engineer, and all other individuals or entities identified in the Supplementary Conditions as loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner as trustee or otherwise payable under any policy so issued.
- B. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them for:
 - 1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other perils whether or not insured by Owner; and
 - 2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial utilization pursuant to Paragraph 14.05, after Substantial Completion pursuant to Paragraph 14.04, or after final payment pursuant to Paragraph 14.07.
- C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 5.07.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery

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

5.08 *Receipt and Application of Insurance Proceeds*

- A. Any insured loss under the policies of insurance required by Paragraph 5.06 will be adjusted with Owner and made payable to Owner as fiduciary for the loss payees, as their interests may appear, subject to the requirements of any applicable mortgage clause and of Paragraph 5.08.B. Owner shall deposit in a separate account any money so received and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof, and the Work and the cost thereof covered by an appropriate Change Order.
- B. Owner as fiduciary shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within 15 days after the occurrence of loss to Owner's exercise of this power. If such objection be made, Owner as fiduciary shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If no such agreement among the parties in interest is reached, Owner as fiduciary shall adjust and settle the loss with the insurers and, if required in writing by any party in interest, Owner as fiduciary shall give bond for the proper performance of such duties.

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

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

5.10 *Partial Utilization, Acknowledgment of Property Insurer*

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

ARTICLE 6 – CONTRACTOR’S RESPONSIBILITIES

6.01 *Supervision and Superintendence*

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

6.02 *Labor; Working Hours*

- A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.
- B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours. Contractor will not permit the performance of Work on a Saturday, Sunday, or any legal holiday without Owner’s written consent (which will not be unreasonably withheld) given after prior written notice to Engineer.

6.03 *Services, Materials, and Equipment*

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

6.04 *Progress Schedule*

- A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.07 as it may be adjusted from time to time as provided below.
1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.07) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times. Such adjustments will comply with any provisions of the General Requirements applicable thereto.
 2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 12. Adjustments in Contract Times may only be made by a Change Order.

6.05 *Substitutes and "Or-Equals"*

- A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or-equal" item or no substitution is permitted, other items of material or equipment or material or equipment of other Suppliers may be submitted to Engineer for review under the circumstances described below.
1. *"Or-Equal" Items:* If in Engineer's sole discretion an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by Engineer as an "or-equal" item, in which case review and approval of the proposed item may, in Engineer's sole discretion, be accomplished without compliance with some or all of the requirements for approval of proposed substitute items. For the purposes of this Paragraph 6.05.A.1, a proposed item of material or equipment will be considered functionally equal to an item so named if:
 - a. in the exercise of reasonable judgment Engineer determines that:
 - 1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;
 - 2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole; and
 - 3) it has a proven record of performance and availability of responsive service.
 - b. Contractor certifies that, if approved and incorporated into the Work:
 - 1) there will be no increase in cost to the Owner or increase in Contract Times; and
 - 2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.

2. *Substitute Items:*

- a. If in Engineer's sole discretion an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item under Paragraph 6.05.A.1, it will be considered a proposed substitute item.
- b. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefor. Requests for review of proposed substitute items of material or equipment will not be accepted by Engineer from anyone other than Contractor.
- c. The requirements for review by Engineer will be as set forth in Paragraph 6.05.A.2.d, as supplemented by the General Requirements, and as Engineer may decide is appropriate under the circumstances.
- d. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:
 - 1) shall certify that the proposed substitute item will:
 - a) perform adequately the functions and achieve the results called for by the general design,
 - b) be similar in substance to that specified, and
 - c) be suited to the same use as that specified;
 - 2) will state:
 - a) the extent, if any, to which the use of the proposed substitute item will prejudice Contractor's achievement of Substantial Completion on time,
 - b) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item, and
 - c) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty;
 - 3) will identify:
 - a) all variations of the proposed substitute item from that specified, and
 - b) available engineering, sales, maintenance, repair, and replacement services; and

- 4) shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and claims of other contractors affected by any resulting change.
- B. *Substitute Construction Methods or Procedures:* If a specific means, method, technique, sequence, or procedure of construction is expressly required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, technique, sequence, or procedure of construction approved by Engineer. Contractor shall submit sufficient information to allow Engineer, in Engineer's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The requirements for review by Engineer will be similar to those provided in Paragraph 6.05.A.2.
- C. *Engineer's Evaluation:* Engineer will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to Paragraphs 6.05.A and 6.05.B. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No "or equal" or substitute will be ordered, installed or utilized until Engineer's review is complete, which will be evidenced by a Change Order in the case of a substitute and an approved Shop Drawing for an "or equal." Engineer will advise Contractor in writing of any negative determination.
- D. *Special Guarantee:* Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.
- E. *Engineer's Cost Reimbursement:* Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor pursuant to Paragraphs 6.05.A.2 and 6.05.B. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.
- F. *Contractor's Expense:* Contractor shall provide all data in support of any proposed substitute or "or-equal" at Contractor's expense.

6.06 *Concerning Subcontractors, Suppliers, and Others*

- A. Contractor shall not employ any Subcontractor, Supplier, or other individual or entity (including those acceptable to Owner as indicated in Paragraph 6.06.B), whether initially or as a replacement, against whom Owner may have reasonable objection. Contractor shall not be required to employ any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against whom Contractor has reasonable objection.
- B. If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, or other individuals or entities to be submitted to Owner in advance for acceptance by Owner by a specified date prior to the Effective Date of the Agreement, and if Contractor has submitted a list thereof in accordance with the Supplementary Conditions, Owner's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the Bidding Documents or the Contract Documents) of any such Subcontractor, Supplier, or

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

- C. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions. Nothing in the Contract Documents:
 - 1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier or other individual or entity; nor
 - 2. shall create any obligation on the part of Owner or Engineer to pay or to see to the payment of any moneys due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.
- D. Contractor shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work under a direct or indirect contract with Contractor.
- E. Contractor shall require all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work to communicate with Engineer through Contractor.
- F. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.
- G. All Work performed for Contractor by a Subcontractor or Supplier will be pursuant to an appropriate agreement between Contractor and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer. Whenever any such agreement is with a Subcontractor or Supplier who is listed as a loss payee on the property insurance provided in Paragraph 5.06, the agreement between the Contractor and the Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against Owner, Contractor, Engineer, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or Supplier, Contractor will obtain the same.

6.07 *Patent Fees and Royalties*

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

6.08 *Permits*

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

6.09 *Laws and Regulations*

- A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- B. If Contractor performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all

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

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

6.10 Taxes

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

6.11 Use of Site and Other Areas

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

1. Contractor shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Site and other areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or of any adjacent land or areas resulting from the performance of the Work.
2. Should any claim be made by any such owner or occupant because of the performance of the Work, Contractor shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law.
3. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused by or based upon Contractor's performance of the Work.

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

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

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

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

6.12 *Record Documents*

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

6.13 *Safety and Protection*

- A. Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:
1. all persons on the Site or who may be affected by the Work;
 2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
 3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.
- B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and of Underground Facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property.
- C. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. The Supplementary Conditions identify any Owner's safety programs that are applicable to the Work.

- D. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.
- E. All damage, injury, or loss to any property referred to in Paragraph 6.13.A.2 or 6.13.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).
- F. Contractor's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 14.07.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

6.14 *Safety Representative*

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

6.15 *Hazard Communication Programs*

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

6.16 *Emergencies*

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

6.17 *Shop Drawings and Samples*

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

1. *Shop Drawings:*
 - a. Submit number of copies specified in the General Requirements.
 - b. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide and to enable Engineer to review the information for the limited purposes required by Paragraph 6.17.D.
 2. *Samples:*
 - a. Submit number of Samples specified in the Specifications.
 - b. Clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the submittal for the limited purposes required by Paragraph 6.17.D.
- B. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.
- C. *Submittal Procedures:*
1. Before submitting each Shop Drawing or Sample, Contractor shall have:
 - a. reviewed and coordinated each Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;
 - b. determined and verified all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;
 - c. determined and verified the suitability of all materials offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and
 - d. determined and verified all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto.
 2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review and approval of that submittal.
 3. With each submittal, Contractor shall give Engineer specific written notice of any variations that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be both a written communication separate from the Shop

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

D. Engineer's Review:

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.
3. Engineer's review and approval shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 6.17.C.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer's review and approval shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 6.17.C.1.

E. Resubmittal Procedures:

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

6.18 *Continuing the Work*

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

6.19 *Contractor's General Warranty and Guarantee*

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

1. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or
 2. normal wear and tear under normal usage.
- C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:
1. observations by Engineer;
 2. recommendation by Engineer or payment by Owner of any progress or final payment;
 3. the issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;
 4. use or occupancy of the Work or any part thereof by Owner;
 5. any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by Engineer;
 6. any inspection, test, or approval by others; or
 7. any correction of defective Work by Owner.

6.20 *Indemnification*

- A. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable .
- B. In any and all claims against Owner or Engineer or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 6.20.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor,

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

- C. The indemnification obligations of Contractor under Paragraph 6.20.A shall not extend to the liability of Engineer and Engineer's officers, directors, members, partners, employees, agents, consultants and subcontractors arising out of:
 - 1. the preparation or approval of, or the failure to prepare or approve maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or
 - 2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

6.21 *Delegation of Professional Design Services*

- A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable law.
- B. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.
- C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.
- D. Pursuant to this Paragraph 6.21, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 6.17.D.1.
- E. Contractor shall not be responsible for the adequacy of the performance or design criteria required by the Contract Documents.

ARTICLE 7 – OTHER WORK AT THE SITE

7.01 *Related Work at Site*

- A. Owner may perform other work related to the Project at the Site with Owner's employees, or through other direct contracts therefor, or have other work performed by utility owners. If such other work is not noted in the Contract Documents, then:
 - 1. written notice thereof will be given to Contractor prior to starting any such other work; and
 - 2. if Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times that should be allowed as a result of such other work, a Claim may be made therefor as provided in Paragraph 10.05.
- B. Contractor shall afford each other contractor who is a party to such a direct contract, each utility owner, and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work, and properly coordinate the Work with theirs. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected. The duties and responsibilities of Contractor under this Paragraph are for the benefit of such utility owners and other contractors to the extent that there are comparable provisions for the benefit of Contractor in said direct contracts between Owner and such utility owners and other contractors.
- C. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 7, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

7.02 *Coordination*

- A. If Owner intends to contract with others for the performance of other work on the Project at the Site, the following will be set forth in Supplementary Conditions:
 - 1. the individual or entity who will have authority and responsibility for coordination of the activities among the various contractors will be identified;
 - 2. the specific matters to be covered by such authority and responsibility will be itemized; and
 - 3. the extent of such authority and responsibilities will be provided.
- B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

7.03 *Legal Relationships*

- A. Paragraphs 7.01.A and 7.02 are not applicable for utilities not under the control of Owner.
- B. Each other direct contract of Owner under Paragraph 7.01.A shall provide that the other contractor is liable to Owner and Contractor for the reasonable direct delay and disruption costs incurred by Contractor as a result of the other contractor's wrongful actions or inactions.
- C. Contractor shall be liable to Owner and any other contractor under direct contract to Owner for the reasonable direct delay and disruption costs incurred by such other contractor as a result of Contractor's wrongful action or inactions.

ARTICLE 8 – OWNER'S RESPONSIBILITIES

8.01 *Communications to Contractor*

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

8.02 *Replacement of Engineer*

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

8.03 *Furnish Data*

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

8.04 *Pay When Due*

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

8.05 *Lands and Easements; Reports and Tests*

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

8.06 *Insurance*

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

8.07 *Change Orders*

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

8.08 *Inspections, Tests, and Approvals*

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

8.09 *Limitations on Owner's Responsibilities*

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

8.10 *Undisclosed Hazardous Environmental Condition*

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

8.11 *Evidence of Financial Arrangements*

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

8.12 *Compliance with Safety Program*

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

ARTICLE 9 – ENGINEER'S STATUS DURING CONSTRUCTION

9.01 *Owner's Representative*

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

9.02 *Visits to Site*

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

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 believes that any such decision entitles them to an adjustment in the Contract Price or Contract Times or both, a Claim may be made under Paragraph 10.05. The date of Engineer's decision shall be the date of the event giving rise to the issues referenced for the purposes of Paragraph 10.05.B.
- C. Engineer's written decision on the issue referred will be final and binding on Owner and Contractor, subject to the provisions of Paragraph 10.05.
- D. When functioning as interpreter and judge under this Paragraph 9.08, Engineer will not show partiality to Owner or Contractor and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity.

9.09 *Limitations on Engineer's Authority and Responsibilities*

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

- B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.
- D. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 14.07.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals that the results certified indicate compliance with, the Contract Documents.
- E. The limitations upon authority and responsibility set forth in this Paragraph 9.09 shall also apply to the Resident Project Representative, if any, and assistants, if any.

9.10 *Compliance with Safety Program*

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

ARTICLE 10 – CHANGES IN THE WORK; CLAIMS

10.01 *Authorized Changes in the Work*

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work by a Change Order, or a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).
- B. If Owner and Contractor are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a Work Change Directive, a Claim may be made therefor as provided in Paragraph 10.05.

10.02 *Unauthorized Changes in the Work*

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

10.03 *Execution of Change Orders*

- A. Owner and Contractor shall execute appropriate Change Orders recommended by Engineer covering:
1. changes in the Work which are: (i) ordered by Owner pursuant to Paragraph 10.01.A, (ii) required because of acceptance of defective Work under Paragraph 13.08.A or Owner's correction of defective Work under Paragraph 13.09, or (iii) agreed to by the parties;
 2. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive; and
 3. changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by Engineer pursuant to Paragraph 10.05; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, Contractor shall carry on the Work and adhere to the Progress Schedule as provided in Paragraph 6.18.A.

10.04 *Notification to Surety*

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

10.05 *Claims*

- A. *Engineer's Decision Required:* All Claims, except those waived pursuant to Paragraph 14.09, shall be referred to the Engineer for decision. A decision by Engineer shall be required as a condition precedent to any exercise by Owner or Contractor of any rights or remedies either may otherwise have under the Contract Documents or by Laws and Regulations in respect of such Claims.
- B. *Notice:* Written notice stating the general nature of each Claim shall be delivered by the claimant to Engineer and the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto. The responsibility to substantiate a Claim shall rest with the party making the Claim. Notice of the amount or extent of the Claim, with supporting data shall be delivered to the Engineer and the other party to the Contract within 60 days after the start of such event (unless Engineer allows additional time for claimant to submit additional or more accurate data in support of such Claim). A Claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of Paragraph 12.01.B. A Claim for an adjustment in Contract Times shall be prepared in accordance with the provisions of Paragraph 12.02.B. Each Claim shall be accompanied by claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event. The

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

- C. *Engineer's Action:* Engineer will review each Claim and, within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any, take one of the following actions in writing:
1. deny the Claim in whole or in part;
 2. approve the Claim; or
 3. notify the parties that the Engineer is unable to resolve the Claim if, in the Engineer's sole discretion, it would be inappropriate for the Engineer to do so. For purposes of further resolution of the Claim, such notice shall be deemed a denial.
- D. In the event that Engineer does not take action on a Claim within said 30 days, the Claim shall be deemed denied.
- E. Engineer's written action under Paragraph 10.05.C or denial pursuant to Paragraphs 10.05.C.3 or 10.05.D will be final and binding upon Owner and Contractor, unless Owner or Contractor invoke the dispute resolution procedure set forth in Article 16 within 30 days of such action or denial.
- F. No Claim for an adjustment in Contract Price or Contract Times will be valid if not submitted in accordance with this Paragraph 10.05.

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

11.01 *Cost of the Work*

- A. *Costs Included:* The term Cost of the Work means the sum of all costs, except those excluded in Paragraph 11.01.B, necessarily incurred and paid by Contractor in the proper performance of the Work. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, the costs to be reimbursed to Contractor will be only those additional or incremental costs required because of the change in the Work or because of the event giving rise to the Claim. Except as otherwise may be agreed to in writing by Owner, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall not include any of the costs itemized in Paragraph 11.01.B, and shall include only the following items:
1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on

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

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.
3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 11.01.
4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.
5. Supplemental costs including the following:
 - a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.
 - b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.
 - c. Rentals of all construction equipment and machinery, and the parts thereof whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.
 - d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.
 - e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.

- f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 5.06.D), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.
- g. The cost of utilities, fuel, and sanitary facilities at the Site.
- h. Minor expenses such as telegrams, long distance telephone calls, telephone service at the Site, express and courier services, and similar petty cash items in connection with the Work.
- i. The costs of premiums for all bonds and insurance Contractor is required by the Contract Documents to purchase and maintain.

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

- 1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, 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.

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

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

12.01 *Change of Contract Price*

- A. The Contract Price may only be changed by a Change Order. Any Claim for an adjustment in the Contract Price shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.
- B. The value of any Work covered by a Change Order or of any Claim for an adjustment in the Contract Price will be determined as follows:
1. where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 11.03); or
 2. where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 12.01.C.2); or
 3. where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under Paragraph 12.01.B.2, on the basis of the Cost of the Work (determined as provided in Paragraph 11.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 12.01.C).
- C. *Contractor's Fee:* The Contractor's fee for overhead and profit shall be determined as follows:
1. a mutually acceptable fixed fee; or
 2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
 - a. for costs incurred under Paragraphs 11.01.A.1 and 11.01.A.2, the Contractor's fee shall be 15 percent;
 - b. for costs incurred under Paragraph 11.01.A.3, the Contractor's fee shall be five percent;

- c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 12.01.C.2.a and 12.01.C.2.b is that the Subcontractor who actually performs the Work, at whatever tier, will be paid a fee of 15 percent of the costs incurred by such Subcontractor under Paragraphs 11.01.A.1 and 11.01.A.2 and that any higher tier Subcontractor and Contractor will each be paid a fee of five percent of the amount paid to the next lower tier Subcontractor;
- d. no fee shall be payable on the basis of costs itemized under Paragraphs 11.01.A.4, 11.01.A.5, and 11.01.B;
- e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and
- f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 12.01.C.2.a through 12.01.C.2.e, inclusive.

12.02 *Change of Contract Times*

- A. The Contract Times may only be changed by a Change Order. Any Claim for an adjustment in the Contract Times shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.
- B. Any adjustment of the Contract Times covered by a Change Order or any Claim for an adjustment in the Contract Times will be determined in accordance with the provisions of this Article 12.

12.03 *Delays*

- A. Where Contractor is prevented from completing any part of the Work within the Contract Times due to delay beyond the control of Contractor, the Contract Times will be extended in an amount equal to the time lost due to such delay if a Claim is made therefor as provided in Paragraph 12.02.A. Delays beyond the control of Contractor shall include, but not be limited to, acts or neglect by Owner, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, fires, floods, epidemics, abnormal weather conditions, or acts of God.
- B. If Owner, Engineer, or other contractors or utility owners performing other work for Owner as contemplated by Article 7, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times, or both. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
- C. If Contractor is delayed in the performance or progress of the Work by fire, flood, epidemic, abnormal weather conditions, acts of God, acts or failures to act of utility owners not under the

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

- D. Owner, Engineer, and their officers, directors, members, partners, employees, agents, consultants, or subcontractors shall not be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.
- E. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delays within the control of Contractor. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of Contractor.

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

13.01 *Notice of Defects*

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

13.02 *Access to Work*

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

13.03 *Tests and Inspections*

- A. Contractor shall give Engineer timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.
- B. Owner shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except:
 - 1. for inspections, tests, or approvals covered by Paragraphs 13.03.C and 13.03.D below;
 - 2. that costs incurred in connection with tests or inspections conducted pursuant to Paragraph 13.04.B shall be paid as provided in Paragraph 13.04.C; and
 - 3. as otherwise specifically provided in the Contract Documents.

- C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.
- D. Contractor shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to Owner and Engineer.
- E. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation.
- F. Uncovering Work as provided in Paragraph 13.03.E shall be at Contractor's expense unless Contractor has given Engineer timely notice of Contractor's intention to cover the same and Engineer has not acted with reasonable promptness in response to such notice.

13.04 *Uncovering Work*

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

13.05 *Owner May Stop the Work*

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

13.06 *Correction or Removal of Defective Work*

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

13.07 *Correction Period*

- A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents) or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the land or areas made available for Contractor's use by Owner or permitted by Laws and Regulations as contemplated in Paragraph 6.11.A is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:
 - 1. repair such defective land or areas; or
 - 2. correct such defective Work; or
 - 3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and
 - 4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting therefrom.
- B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute

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

- C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.
- D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this Paragraph 13.07, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.
- E. Contractor's obligations under this Paragraph 13.07 are in addition to any other obligation or warranty. The provisions of this Paragraph 13.07 shall not be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

13.08 *Acceptance of Defective Work*

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

13.09 *Owner May Correct Defective Work*

- A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace rejected Work as required by Engineer in accordance with Paragraph 13.06.A, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, Owner may, after seven days written notice to Contractor, correct, or remedy any such deficiency.
- B. In exercising the rights and remedies under this Paragraph 13.09, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, take possession of Contractor's tools, appliances, construction equipment and machinery at the Site, and incorporate in the Work all materials and

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

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

ARTICLE 14 – PAYMENTS TO CONTRACTOR AND COMPLETION

14.01 *Schedule of Values*

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

14.02 *Progress Payments*

A. *Applications for Payments:*

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

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

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

B. Review of Applications:

1. Engineer will, within 10 days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to Owner or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.
2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:
 - a. the Work has progressed to the point indicated;
 - b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 9.07, and any other qualifications stated in the recommendation); and
 - c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.
3. By recommending any such payment Engineer will not thereby be deemed to have represented that:
 - a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract Documents; or
 - b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.
4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:
 - a. to supervise, direct, or control the Work, or

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

14.03 *Contractor's Warranty of Title*

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

14.04 *Substantial Completion*

- A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete (except for items specifically listed by Contractor as incomplete) and request that Engineer issue a certificate of Substantial Completion.
- B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.
- C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. Owner shall have seven days after receipt of the tentative certificate during which to make written objection to Engineer as to any provisions of the certificate or attached list. If, after considering such objections, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the tentative certificate to Owner, notify Contractor in writing, stating the reasons therefor. If, after consideration of Owner's objections, Engineer considers the Work substantially complete, Engineer will, within said 14 days, execute and deliver to Owner and Contractor a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as Engineer believes justified after consideration of any objections from Owner.
- D. At the time of delivery of the tentative certificate of Substantial Completion, Engineer will deliver to Owner and Contractor a written recommendation as to division of responsibilities

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

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

14.05 *Partial Utilization*

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

14.06 *Final Inspection*

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

14.07 *Final Payment*

A. Application for Payment:

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, marked-up record documents (as provided in Paragraph 6.12), and other documents, Contractor may make application for final payment following the procedure for progress payments.
2. The final Application for Payment shall be accompanied (except as previously delivered) by:
 - a. all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by Paragraph 5.04.B.6;
 - b. consent of the surety, if any, to final payment;
 - c. a list of all Claims against Owner that Contractor believes are unsettled; and
 - d. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of or Liens filed in connection with the Work.
3. In lieu of the releases or waivers of Liens specified in Paragraph 14.07.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (i) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (ii) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien.

B. Engineer's Review of Application and Acceptance:

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

C. Payment Becomes Due:

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

14.08 *Final Completion Delayed*

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

14.09 *Waiver of Claims*

- A. The making and acceptance of final payment will constitute:
 1. a waiver of all Claims by Owner against Contractor, except Claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 14.06, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from Contractor's continuing obligations under the Contract Documents; and
 2. a waiver of all Claims by Contractor against Owner other than those previously made in accordance with the requirements herein and expressly acknowledged by Owner in writing as still unsettled.

ARTICLE 15 – SUSPENSION OF WORK AND TERMINATION

15.01 *Owner May Suspend Work*

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

15.02 *Owner May Terminate for Cause*

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

1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule established under Paragraph 2.07 as adjusted from time to time pursuant to Paragraph 6.04);
 2. Contractor's disregard of Laws or Regulations of any public body having jurisdiction;
 3. Contractor's repeated disregard of the authority of Engineer; or
 4. Contractor's violation in any substantial way of any provisions of the Contract Documents.
- B. If one or more of the events identified in Paragraph 15.02.A occur, Owner may, after giving Contractor (and surety) seven days written notice of its intent to terminate the services of Contractor:
1. exclude Contractor from the Site, and take possession of the Work and of all Contractor's tools, appliances, construction equipment, and machinery at the Site, and use the same to the full extent they could be used by Contractor (without liability to Contractor for trespass or conversion);
 2. incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere; and
 3. complete the Work as Owner may deem expedient.
- C. If Owner proceeds as provided in Paragraph 15.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Owner arising out of or relating to completing the Work, such excess will be paid to Contractor. If such claims, costs, losses, and damages exceed such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this Paragraph, Owner shall not be required to obtain the lowest price for the Work performed.
- D. Notwithstanding Paragraphs 15.02.B and 15.02.C, Contractor's services will not be terminated if Contractor begins within seven days of receipt of notice of intent to terminate to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of said notice.
- E. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due Contractor by Owner will not release Contractor from liability.

- 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

16.01 *Methods and Procedures*

- A. Either Owner or Contractor may request mediation of any Claim submitted to Engineer for a decision under Paragraph 10.05 before such decision becomes final and binding. The mediation will be governed by the Construction Industry Mediation Rules of the American Arbitration Association in effect as of the Effective Date of the Agreement. The request for mediation shall be submitted in writing to the American Arbitration Association and the other party to the Contract. Timely submission of the request shall stay the effect of Paragraph 10.05.E.
- B. Owner and Contractor shall participate in the mediation process in good faith. The process shall be concluded within 60 days of filing of the request. The date of termination of the mediation shall be determined by application of the mediation rules referenced above.
- C. If the Claim is not resolved by mediation, Engineer's action under Paragraph 10.05.C or a denial pursuant to Paragraphs 10.05.C.3 or 10.05.D shall become final and binding 30 days after termination of the mediation unless, within that time period, Owner or Contractor:
 - 1. elects in writing to invoke any dispute resolution process provided for in the Supplementary Conditions; or
 - 2. agrees with the other party to submit the Claim to another dispute resolution process; or
 - 3. gives written notice to the other party of the intent to submit the Claim to a court of competent jurisdiction.

ARTICLE 17 – MISCELLANEOUS

17.01 *Giving Notice*

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

17.02 *Computation of Times*

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

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.

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SECTION 4
SUPPLEMENTARY CONDITIONS

SUPPLEMENTARY CONDITIONS

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract (EJCDC C-700, 2007 ed.) and other provisions of the Contract Documents as indicated below. All provisions which are not so amended or supplemented herein or in the Specific Project Requirements remain in full force and effect.

SC-1.01 The terms used in these Supplementary Conditions which are defined in the General Conditions have the meaning assigned to them in the General Conditions.

SC-2.02 Delete paragraph 2.02(A) in its entirety and insert the following in its place:

Owner shall furnish one (1) printed/hard copy of the drawings and Project Manual which shall be an executed contract set and one set in electronic format (.pdf), if requested.

SC-2.03 (A) In the last sentence of 2.03A, change "sixtieth day" to "one hundred fiftieth day."

SC-2.03 (B) By submission of a bid, the bidder hereby grants consent that the award and execution period shall be extended from sixty days to one hundred twenty days after the date on which the bids are opened.

SC-4.02(A) Change "Supplementary Conditions" to read "Specific Project Requirements."

SC-4.06(G) Delete paragraph 4.06(G) in its entirety.

SC-5.03(A)(1) The required Certificate of Insurance shall be in a form satisfactory to the Owner (most current version of ACORD 25 or approved equal). If the Contractor fails to procure and maintain any specified and/or required insurance, the Owner shall have the right to procure and maintain the said insurance for and in the name of the Contractor and the Contractor shall pay the cost thereof and shall furnish all necessary information to make effective and maintain such insurance.

SC-5.04(B)(1) Change "Supplementary Conditions" to read "Specific Project Requirements."

SC-5.04(B)(2) The limits of liability for the insurance required by paragraph 5.04(A) of the General Conditions shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations:

All of the limits below may be satisfied with an Umbrella/Excess Liability as needed to increase the Primary Policy to required limits.

5.04(A)(1) and (2) Workers' Compensation, etc., under paragraphs 5.04(A)(1) and 5.04(A)(2) of the General Conditions:

(a) State	Statutory
(b) Applicable Federal (e.g., Longshoreman's):	Statutory
(c) Employer's Liability:	\$1,000,000

5.04(A)(3), (4) and (5). Contractor's Liability Insurance under paragraphs 5.04(A)(3) through 5.04(A)(5) of the General Conditions which shall also include completed operations and product liability coverage.

- (a) Bodily Injury and Property Damage, Combined Single Limit (CSL) (Except Products and Completed Operations) Property Damage liability insurance will provide Explosion, Collapse, and Underground coverage where applicable.

Each Occurrence	\$2,000,000

General Aggregate	\$4,000,000

- (b) Products and Completed Operations Aggregate \$1,000,000

Products and Completed Operations to be maintained for two (2) years after final payment and Contractor shall continue to provide evidence of such coverage to the Owner on an annual basis during the aforementioned period.

- (c) Personal and Advertising Injury (Per Person/Organization and per occurrence). \$1,000,000

- (d) Fire Damage \$100,000

- (e) If the General Liability Policy includes a General Aggregate, such policy shall be endorsed to have the General Aggregate Per Project Aggregate Limit.

5.04(A)(6) Automobile Liability - (Owned, Non-Owned, Hired)
Contractor may provide split limits or combined single limit.

- (a) Split Limits:

Bodily Injury,	Each Person:	\$2,000,000
	Each Occurrence	\$2,000,000

Property Damage,	Each Occurrence	\$1,000,000

or

- (b) Combined Single Limit

Bodily Injury and Property Damage,		
	Each Occurrence	\$2,000,000

SC-5.04(B)(3) Add the following to the end of the paragraph: "to the extent available in the insurance industry with industry standard exclusions and as allowed under the laws and regulations in the State of Ohio;"

SC-5.04(B)(4) Add the following:

Written notice of cancellation for non-payment of premium shall be at least 10 days.

Add the following section:

SC-5.04(C) Unless otherwise stated in Specific Project Requirements, the Contractor shall purchase and provide an "Owner's and Contractor's Protective Policy" with an immediate Effective Date and the Owner listed as the insured (No additional insureds) for the following limits:

Each Occurrence	\$1,000,000
General Aggregate	\$2,000,000

Add the following section:

SC-5.04(D) Unless otherwise stated in Specific Project Requirements the Contractor shall purchase and maintain during the Contract Time "All Risk Builders' Risk Insurance," and/or "Installation Floater Insurance," and/or "Boiler and Machinery Insurance," and any and all insurance requirements of section GC-5.06 of the General Conditions as applicable for the type of work to be performed upon the Project to the full insurable value thereof for the benefit of the Owner, the Contractor, Subcontractors and Suppliers as their interest may appear. This insurance shall cover the work until final acceptance and final payment by the Owner. This provision shall in no way release the Contractor or Contractor's Surety from obligations under the Contract Documents to fully complete the Project. The original policy(s) shall be filed with the Owner or his designated representative.

SC-5.05 *Owner's Liability Insurance*

See SC-5.04(C) above.

SC-5.06 *Property Insurance*

Unless otherwise stated in Specific Project Requirements, the Contractor, not the Owner, shall purchase and maintain during the Contract Time all property insurance required in section GC-5.06 of the General Conditions and as outlined in SC-5.04(D) above.

Add the following section:

SC-6.02(C) The Contractor shall be responsible for the Owner and/or Engineer's additional inspection and administrative costs for work performed beyond regular working hours as defined in this Section.

SC-6.07(B) Delete paragraph 6.07(B) in its entirety.

SC-6.09 (D) Add the following:
D. The contractor agrees to the requirements of RC 153.59, RC 153.591, and RC 153.60.

Add the following section:

SC-6.10(B) Add the following:

Should the Owner be exempt from Ohio State Sales and Use Taxes on materials and equipment to be incorporated in the Project, the Contractor may obtain a waiver and said taxes shall not be included in the Contract Price.

1. Owner will furnish the required certificates of tax exemption to Contractor for use in the purchase of supplies and materials to be incorporated into the work
2. Owner's exemption to Contractor does not apply to construction tools, machinery, equipment, or other property by or leased by Contractor, or to supplies or materials not incorporated into the work.

The Contractor shall withhold and/or pay all consumer, use, property, employment, income and other taxes in accordance with the laws and regulations of the United States, State of Ohio, Owner and other applicable agencies which are applicable during the performance of the work.

SC-6.17 *Shop Drawings and Samples*

Add the following new paragraphs immediately after paragraph 6.17(E):

- F. Contractor shall furnish required submittals with sufficient information and accuracy in order to obtain required approval of an item with no more than three (3) submittals. Engineer will record Engineer's time for reviewing subsequent materials of shop drawings, samples, or other items requiring approval and Contractor shall reimburse Owner for Engineer's charges for such time.
- G. In the event that Contractor requests a substitution for a previously approved item, Contractor shall reimburse Owner for Engineer's charges for such time unless the need for such substitution is beyond the control of the Contractor.

SC-7.02 Delete Section 7.02 of the General Conditions in its entirety and insert the following:

SC-7.02(A) The General Construction Contractor shall be referred to and defined as the Construction Coordinator.

SC-7.02(B) Duties of the Construction Coordinator include the following:

1. Scheduling and coordinating the work of the Prime Contractors including submission and periodic updating of project schedule.
2. Establishing and administrating the site safety program and procedures for the project.
3. See that permits are applied for and obtained on a timely basis. Advise the Engineer of any problems related to permit approval.
4. Monitoring compliance with Laws and Regulations.
5. Maintain project site for dust, sedimentation, debris, waste, and general site cleanliness.
6. Coordinate location and use of temporary construction facilities including but not limited to sanitary, water, power, telephone, and parking.
7. Coordinate Owner interface for utility tie-ins/shut downs.
8. Monitor shop drawing submittal and coordination of submittal information between Prime Contractors.

SC-10.01 (A) Add the following:
The Owner may request from the Contractor and the Contractor shall provide within ten days of the request, a quote for all ordered changes in the work or work the Owner may be considering to be ordered. The quote shall be a line item, detailed, itemized breakdown of the work.

SC-11.01(A) For purposes of "Cost of the Work" delete Section 11.01(A), (B), and (C) of the General Conditions in their entirety and insert ODOT 109.05, in its place.

SC-13.07(A) In the First sentence of Section 13.07(A) remove "Substantial Completion" and insert "Final Acceptance of the entire project and final payment by the Owner."

SC-13.07(C) Remove 13.07(C) and replace with the following:

All materials and equipment shall be warranted by the respective material supplier or equipment manufacturer until the end of the Contractor's "correction period" (or longer if specified elsewhere in the contract) regardless of date of initial installation or operation of the material or equipment. The cost of such extended warranties as needed from material suppliers or equipment manufacturers to provide warranty coverage until the end of the "correction period" or other period as specified in the contract shall be the responsibility of the prime contractor and shall be assumed to have been included in his bid.

SC-14.02(A) (3) Delete Section 14.02(A) (3) of the General Conditions in its entirety and insert the following:

Until the job is 50% complete, the Contractor will be paid 92% of the estimated value of labor and material completed in acceptable form. After the work is 50% complete, no further funds shall be retained and the Contractor shall be paid 100% of the estimated value of the remaining labor and material completed in acceptable form, provided that the Contractor is making satisfactory progress and there is no specific cause for greater withholding. Upon the Owner's agreement that the project is substantially complete, the Retainage may be reduced to twice the value of the remaining punch list work subject to the recommendation of the Engineer and the approval by the Owner.

Add the following section:

SC-14.02(A) (4)

Payment for stored materials at invoice prices or at the unit price bid for materials, or the lesser value of the two, will be made for accepted nonperishable equipment and materials which are to be incorporated into the work, when accepted, delivered, properly stored, and protected upon the site and verified to the Engineer by a copy of the invoice. For materials and equipment meeting the foregoing conditions, the Owner will pay, when properly included in an approved estimate, 92% of the invoice value of the same. Subsequent to the inclusion of a payment for delivered materials in a progress payment, Contractor shall submit no later than the next payment submission, a partial waiver of lien from each and every supplier for whom delivered materials were paid. If no such waiver is submitted prior to or along with the next payment, the amount of delivered materials paid commensurate with that particular item will be deducted from future payments. No payment for delivered materials shall be made for any items that are scheduled to be incorporated in the work within 30 days of submission of the pay estimate. Delivered materials will not be paid in any given month for a total amount less than \$5,000.00. Payment for delivered materials for such items as pipe backfill and roadway subbase will not be routinely considered.

SC-16.01 Delete Article 16 in its entirety and replace with the following:

10/17

ARTICLE 16 - DISPUTE RESOLUTION AGREEMENT - JUDICIAL SYSTEM

OWNER and CONTRACTOR hereby agree that Article 16 of the General Conditions to the Agreement between OWNER and CONTRACTOR is amended to include the following agreement of the parties:

- 16.01 All claims, disputes and other matters in question between Owner and Contractor arising out of or relating to the Contract Documents or the breach thereof (except for claims which have been waived by the making or acceptance of final payment as provided by Paragraph 14.09) will be decided through the Mahoning County Court of Common Pleas. Arbitration will be entered into only if agreed upon in writing by both parties.

END OF SECTION

01/2024

SECTION 5
SPECIFICATIONS

SECTION 011100 - SUMMARY OF WORK

PART 1 - GENERAL

1.1 LOCATION OF THE PROJECT

- A. The project is located withing the Village of Lowellville, Ohio.

1.2 PROJECT DESCRIPTION

- A. The project consists of the construction of a new sanitary pump station, installation of a force main, and a new sanitary sewer line. The pump station will be located on a designated Village-owned parcel within the Village. Using trenchless methods, the force main will span approximately 831 linear feet, running under the Mahoning River and crossing under the Norfolk Southern's railroad corridor. Additionally, 232 linear feet of new sanitary sewer will be installed to divert sanitary flow to the new pump station.

1.3 SPECIFICATIONS

- A. In general, these Specifications describe the work to be performed by the various trades, other than work specifically excluded. It shall be the responsibility of the Contractor and Subcontractors to perform all work incidental to their trade, whether or not specific mention is made of each item, unless such incidentals are included under another Item.
- B. It is advised that the Contractor and all Subcontractors familiarize themselves with the contents of the complete Specifications, particularly for the trades preceding, following, related or adjacent to their work.

1.4 DRAWING SCHEDULE

- A. The work to be done under this Contract is shown on the following Drawings:

<u>Title</u>	<u>Sheet No.</u>
Cover Sheet	1
Legend, Symbols & List of Abbreviations	2
General Notes	3 - 4
Construction Details	5 - 7
Erosion and Sedimentation Control Notes & Details	8
Electrical Notes & Legend	9
Electrical Diagrams	10
Electrical Plans & Details	11
Aerial Site Plan	12
Existing Site and Control Plan	13
Site Existing Conditions	14
Plan and Profile	15 - 18
Site Piping	19
Pump Station Plan and Section	20

END OF SECTION 011100

SECTION 012513 – PRODUCT SUBSTITUTION PROCEDURES

PART 1 - GENERAL

1.1 MATERIALS AND EQUIPMENT

- A. In the specifications and on the Engineer's drawings, are specified and shown certain pieces of equipment and materials deemed most suitable for the service anticipated. This is not done to eliminate other equipment and materials equally as good and efficient. The Contractor shall prepare his bid on the particular materials and equipment specified. Following the award of the contract, should the Contractor desire to use other equipment and materials, he shall submit to the Owner a written request for such change and state the advantage to the Owner and the savings or additional cost involved by the proposed substitution. The determination as to whether or not such change will be permitted rests with the Owner and the Engineer.
- B. Each major item of equipment shall be inspected by a manufacturer's representative during installation and upon completion of the work. The Contractor shall supply the Engineer with a certificate of such inspection.

END OF SECTION 012513

SECTION 013119 - PROJECT MEETINGS

PART 1 - GENERAL

1.1 PRECONSTRUCTION MEETING

- A. Prior to the Contractor beginning any work on the project, the Owner will schedule and hold a preconstruction meeting to discuss all aspects of the contract work.
- B. The Contractor shall be present and be prepared to comment in detail on all aspects of his work.
- C. The Contractor shall bring to the preconstruction meeting a proposed construction progress schedule, erosion control plan, quality control program, concrete mix designs, asphalt mix designs (JMF), etc. Approval of each by the Engineer is required prior to the start of any work.
- D. Included in the construction progress schedule shall be an implementation sequence of the proposed erosion control efforts required by the contract.

1.2 PROGRESS MEETINGS

- A. Monthly progress meetings will be held at a location to be determined by the Owner on a regularly scheduled day mutually convenient to the Owner, Contractor, and Engineer.
- B. The Contractor shall provide an updated construction progress schedule and be prepared to comment in detail on all aspects of his work.

END OF SECTION 013119

SECTION 013216 – CONSTRUCTION PROGRESS SCHEDULE

PART 1 - GENERAL

1.1 PROGRESS SCHEDULE

- A. Immediately after signing the Contract, the General Construction Contractor shall prepare a graphic progress schedule, indicating the work to be executed during each month and the rate of expected progress to secure completion on the agreed-upon completion date. The progress schedule shall be approved by the Engineer and Owner prior to starting work on the site. Copies of such graphic progress charts, upon which has been indicated the actual progress, shall be furnished to the Engineer with each requisition for payment.

This progress schedule must follow these general time frames (may vary with project):

1. Chip seal, paving fabric and/or the leveling course must start within 7 calendar days from the date of milling.
 2. Casting adjustments and/or curb replacements must start within 7 calendar days from the completion of the chip seal, intermediate course and/or fabric.
 3. Surface course asphalt concrete must begin installation within 7 calendar days from the completion of the casting adjustments and/or curb replacement.
 4. Traffic paint, temporary or permanent must be installed within a time period as deemed adequate and desirable for each location.
- B. Should the rate of progress fall materially behind the scheduled rate of progress, and unless the delay is authorized by the Engineer, each offending Contractor shall furnish additional labor, work overtime, or take other necessary means required for completion of the work on the scheduled date. No additional compensation beyond the set Contract price shall be paid for action taken or overtime expense incurred in maintaining scheduled progress.

END OF SECTION 013216

SECTION 013233 – PHOTOGRAPHIC DOCUMENTATION

PART 1 - GENERAL

1.1 PROGRESS PHOTOGRAPHS

- A. The General Construction Contractor shall have two (2) color photographs made of the project every three (3) weeks it is in progress. The photographs shall be of such views and taken at such times as the Engineer directs.
- B. All photographed work shall be done by a qualified, established, commercial photographer. Two (2) glossy prints of each photograph shall be furnished the Engineer and two (2) to the Owner. Prints shall be approximately 7-1/2 in. X 10 in. in size. Prints shall be inserted in transparent sheet protectors provided with punching for a 3-ring binder. Suitable binders shall be provided by the Contractor.
- C. Each photograph shall have a permanent negative title block in the lower right hand corner or on the back, approximately 2-1/4 in. wide x 1-3/4 in. high, and stating therein in neat lettering:
 - 1. Owner's Name
 - 2. Contract Description
 - 3. Contractor's Name
 - 4. Description of View
 - 5. Photo No._____, Date_____
 - 6. Consulting Engineer
- D. The arrangement of and the information in the title block, shall be subject to the Engineer's approval. The cost for all photographs shall be paid for by the General Construction Contractor.

END OF SECTION 013233

SECTION 013236 – VIDEO MONITORING AND DOCUMENTATION

PART 1 - GENERAL

1.1 SCOPE

- A. Provide all labor, materials, equipment, and services, and perform all operations necessary to furnish to the Owner a complete color audio-video record on a USB Flash Drive of the surface features within the proposed construction zone of influence. This record shall include, but not be limited to, all audio-video USB Flash Drives, storage cases, video logs, and indexes. The purpose of this coverage shall be to accurately document the pre-construction condition of these surface features.

1.2 QUALIFICATIONS

- A. The color audio-video documentation shall be done by a responsible commercial firm known to be skilled and regularly engaged in the business of pre-construction color audio-video documentation. The firm shall furnish such information as the Owner deems necessary to determine the ability of that firm to perform the work in accordance with the Contract specifications.

1.3 PRODUCTS

- A. The color audio-video recording delivered to the Owner shall be on a high quality USB Flash Drive.

END OF SECTION 013236

SECTION 013319 - FIELD TEST REPORTING

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes, but is not limited to, services performed by an independent testing laboratory. Laboratory services covered under this section are for testing materials used for field constructed elements of the work. Performance testing of manufactured items and shop fabricated materials shall be covered under their respective specification section.
- B. All testing performed under this item shall be for the protection and benefit of the Owner and shall not be construed by the Contractor as a comprehensive quality control program intended to protect the Contractor, his subcontractors, or his suppliers. The testing frequency and types of testing shall be scheduled herein.
- 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 independent 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. Section 310000 – Earthwork
 - 2. Section 331000 – Sanitary sewer system

1.3 SELECTION AND PAYMENT

- A. The Contractor will employ an independent testing laboratory to perform specified testing. Payment shall be incidental to the related work bid item. The laboratory shall be mutually agreed upon by the Owner, Engineer, and Contractor.
- B. Employment of testing laboratory in no way relieves the Contractor of the obligation to perform work in accordance with requirements of the contract documents.
- C. The testing laboratory and their personnel shall be under the direction of the Engineer's on-site representative, regardless of who employs their services.

1.4 REFERENCES

- A. AASHTO T-19, Standard Method of Test for Unit Weight and Voids in Aggregate.
- B. AASHTO T-37, Standard Method of Test for Sieve Analysis of mineral Filler for Road and Paving Materials.
- C. AASHTO T-230, Standard Method of Test for Determining Degree of Pavement Compaction of Bituminous Aggregate Mixtures.
- D. ASTM C-29, Standard Method of Test for Unit Weight and Voids in Aggregate.
- E. ASTM C-31, Standard Practice for Making and Curing Concrete Test Specimens in the Field.
- F. ASTM C-33, Standard Specification for Concrete Aggregates.
- G. ASTM C-39, Standard Test Method for Compressive Strength of Cylindrical Concrete Specimens.
- H. ASTM C-40, Test Method for Organic Impurities in Fine Aggregates for Concrete.
- I. ASTM C-42, Standard Test Methods for Obtaining and Testing Drilled Cored and Sawed Beams of Concrete.
- J. ASTM C-88, Standard Test Method for Soundness of Aggregate by use of Sodium Sulfate or Magnesium Sulfate.
- K. ASTM C-94, Standard Specification for Ready-Mixed Concrete.

- L. ASTM C-117, Standard Test Method for Materials Finer than 75-um (No. 200) Sieve in Mineral Aggregates by Washing.
- M. ASTM C-136, Standard Method for Sieve Analysis of Fine and Course Aggregate.
- N. ASTM C-142, Test Method for Clay Lumps and Friable Particles in Aggregate.
- O. ASTM C-143, Standard Test Method for Slump of Hydraulic Cement Concrete.
- P. ASTM C-172, Standard Practice for Sampling Freshly Mixed Concrete.
- Q. ASTM C-173, Standard Test Method for Air Content of Freshly Mixed Concrete by the Volumetric Method.
- R. ASTM C-231, Standard Test Method for Air Content of Freshly Mixed Concrete by the Pressure Method.
- S. ASTM C-535, Standard Test Method for Resistance to Degradation of Large-Size Course Aggregate by Abrasion and Impact in the Los Angeles Machine.
- T. ASTM C-1064, Standard Test Method for Temperature of Freshly Mixed Portland Cement Concrete.
- U. ASTM D-698, Standard Test Methods for Moisture-Density Relations of Soils and Soil-Aggregate Mixtures Using 5.5-lb. (2.49-kg) Rammer and 12-inc. (305-mm) Drop.
- V. ASTM D-2487, Standard Test Method for Classification of Soils for engineer purposes.
- W. ASTM D-2940, Standard Specification for Graded Aggregate Material for Bases or Subbases for Highways or Airports.
- X. ASTM D-4253, Standard Test Method for Maximum Index Density and Unit Weight of Soils Using a Vibratory Table.
- Y. ASTM D-4254, Standard Test Method for Minimum Index Density and Unit Weight of Soils and Calculation of Relative Density.
- Z. ASTM D-4832, Standard Test Method for Preparation and Testing of Controlled Low Strength Material (CLSM) Test Cylinders.

- AA. ODOT Supplement 1021, Method of Test for Determination of the Percent of Fractured Pieces in Gravel.
- AB. ODOT Supplement 1029, Method of Test for Determining the Percentage of Deleterious Materials in Course Aggregate.
- AC. ODOT Supplement 1036, Method of Test for Determination of Percent Air Voids in Compacted Dense Bituminous Paving Mixtures.
- AD. ODOT Supplement 1044, Mix Design Method for Bituminous Aggregate Base.
- AE. Uni-Bell PVC Pipe Association UNI-B-6-98 for Low Pressure Air Testing of Installed Sewer Pipe.
- AF. ASTM – C969 – Standard practice for infiltration and exfiltration acceptance of installed concrete sewer pipe.

1.5 SUBMITTALS

- A. Prior to the start of work, submit testing laboratory name, address, and telephone number, and names of full-time registered engineer and responsible officer.
- B. Submit copy of the testing laboratory's evaluation report issued by one of the evaluation authorities identified in Article 1.6 of this Section with memorandum of remedies of any deficiencies reported by the inspection.
- C. Submit the chain of custody and other QA/QC procedures for each test to be utilized by the laboratory.
- D. Submit a sample test report for review by the Engineer to demonstrate conformance with Article 3.2 herein.

1.6 QUALITY ASSURANCE

- A. Except as otherwise indicated, the testing laboratory engaged shall be prequalified by the Ohio Department of Transportation for the types of services specified herein.
- B. The field personnel utilized to perform all field-testing and preparation shall be certified for those tests being performed.

1.7 RESPONSIBILITIES

- A. Testing Laboratory Responsibilities:
 - 1. Provide qualified personnel at the site. Cooperate with the Engineer and Contractor in performance of services.

2. Perform specified sampling and testing of products in accordance with the specified standards.
3. Ascertain compliance of materials and mixes with requirements of the contract documents.
4. Immediately notify the Engineer and Contractor of observed irregularities or nonconformance of work or products.
5. Perform additional tests required by the Engineer.
6. Testing personnel are to report to the Engineer or his representative upon arrival on site for instructions and requirements. Prior to leaving the site, furnish the Engineer or his representative all test results whether in a formal or informal format.
7. Attend preconstruction meetings and progress meetings.

B. Contractor Responsibilities:

1. Provide access to materials proposed to be used which require testing.
2. Cooperate with laboratory personnel and provide access to the work.
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.
 - i. When frequency of testing will provide less than 5 strength tests for a given class of concrete, conduct testing from at least 5 randomly selected batches or from each batch if fewer than 5 are used.
 - ii. Strength level of concrete will be considered satisfactory if averages of sets of three consecutive strength test results equal or exceed specified compressive strength, and no individual strength test result falls below specified compressive strength by more than 500 psi.
- g. Two (2) tests beams shall be made for each 250 square yards of concrete pavement and/or slabs on grade placed.
 - i. For traffic to be allowed on pavement or slab, the modulus of rupture shall be a minimum of 600 psi for Class C concrete or 400 psi for ODOT Class MS or FS.

- h. When cylinders and/or beam samples are made, the slumps and air test shall be made using concrete from the same batch.
 - 5. Nondestructive Testing: Penetration resistance, sonoscope, or other nondestructive devices may be permitted but shall not be used as the sole basis for acceptance or rejection.
 - 6. Additional Tests: The testing service will make additional tests of in-place concrete when test results indicate specified concrete strengths and other characteristics have not been attained in the structure, as directed by Engineer. Testing service may conduct tests to determine adequacy of concrete by cored cylinders complying with ASTM C 42, or by other methods as directed.
 - a. Contractor shall pay for such tests conducted, and any other additional testing as may be required, when unacceptable concrete is verified.
- C. Pavement
 - 1. Aggregate base sieve analysis per ASTM D-2940, one test per source.
 - 2. Sodium sulfate soundness of aggregate base per ASTM C-88, one test per source.
 - 3. Percent of fractured pieces for aggregate base per ODOT Supplement 1021, one test per source.
- D. Asphalt
 - 1. Provide testing for mixture acceptance in accordance with Ohio Department of Transportation Procedures. The person performing the testing must have a current Level 1 Bituminous Concrete approval from ODOT.
- E. Sewers
 - 1. Deflection Testing
 - a. All thermoplastic gravity sanitary sewer pipe shall be tested for allowable deflection.
 - b. Deflection tests shall be performed before final acceptance and no sooner than thirty (30) days after installation of final backfill
 - c. Maximum allowable pipe deflection shall be five (5) percent of the average inside diameter for the size and class of pipe specified.

- d. Acceptance testing shall be performed with a non-adjustable “go, no-go” mandrel with a minimum of eight (8) contact points. Adjustable mandrels for acceptance testing shall be used only with permission of the Engineer.
- e. The mandrel size shall be ninety-five (95) percent of the average inside diameter for the size and class of pipe specified.
- f. If the "go, no-go" mandrel will not pass through a section of pipe a deflectometer or adjustable mandrel may be used to determine the extent and/or severity of the non-acceptable area. A “go, no-go” mandrel shall be re-run through the pipe section for final acceptance testing at no additional cost to the Owner.
- g. The Contractor or subcontractor performing the test shall be experienced and qualified to perform deflection testing with the equipment and procedures utilized. The contractor shall provide all labor, materials, tools and equipment necessary to clean and test all sections of sewer pipe, locate deficient areas, repair, deficient areas, and retest all repaired areas.
- h. All sewer runs shall be cleaned prior to testing.
- i. The acceptance test shall be performed without mechanical pulling devices.
- j. All pipe failing the deflection test shall be exposed, repaired or replaced and retested at no additional cost to the Owner.

2. Leakage Testing

- a. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division-1 Specification sections, apply to work of this section.
- b. The Contractor shall perform sufficient tests to determine that the installation of all pipe materials have been as specified and that test results are in accordance with those required for approval of the installation.
- c. The Contractor shall furnish all pressure gauges, suitable pump or pumps, pipes, test heads, and any other apparatus and materials used for these tests. These tests are to be considered as part of the work, and no additional compensation shall be made.

- d. The tests shall be conducted under the direction of the Engineer or an appointed agent. Any testing done without direction and supervision as specified shall not be considered as a proper means of approval.
- e. The Contractor may obtain water for testing as may be required by observing the rules and regulations enforced in the municipality in which the work is being done.
- f. In addition to requirements of these specifications, comply with manufacturer's instructions and recommendations for work.

3. Infiltration and Exfiltration Testing

- a. All sewers shall be tested using an exfiltration test or, where specifically allowed in writing by the Engineer, an infiltration test.
- b. All sewers shall be tested. No visible leakage in the sewers or manholes shall be permitted.
- c. Bulkheads shall be used to isolate the test sections as required to perform the work. All service laterals, stubs and fittings shall be plugged or capped at the connection to the test section.
- d. Each manhole run shall be tested separately.

4. Exfiltration Testing

- a. The test shall be performed first with a minimum head of water of three (3) feet above the top of the high end of the sewer or two (2) feet above the high end of the highest lateral in the section or sections to be tested, or three (3) feet above the existing groundwater elevation, whichever is higher.
- b. The exfiltration test shall be conducted between two manholes by sealing the downstream end of the test section and all inlet sewers at the upstream manhole with pipe stoppers.
- c. The average internal pressure in the system shall not exceed 11.6 feet of water or 5 psi and the maximum internal pipe pressure at the lowest end shall not exceed 23 feet of water or 10 psi.

- d. Water shall be added to the pipe section at a steady rate from the upstream manhole to allow air to escape from the sewer until the water is at the specified level above the crown of the pipe. The water may stand in the pipe and manhole up to seventy-two (72) hours prior to measurement of leakage to allow for absorption by the pipe and bleeding of air. After absorption into the pipe and manhole has stabilized, the water in the upstream manhole shall be brought to test level.
- e. The leakage rate shall be determined by measurement of the drop in water elevation measured in the upstream manhole and the loss of water calculated. The test period shall be a minimum of sixty (60) minutes duration. Use the following table to determine loss of water as measured in the manhole:

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:
 - i. Pneumatic plugs shall have a sealing length equal to or greater than the diameter of the pipe to be inspected.
 - ii. Pneumatic plugs shall resist internal test pressures without requiring external bracing or blocking.
 - iii. All air used shall pass through a single control panel.
 - iv. Three (3) individual hoses shall be used for the following connections:
 - a). From control panel to pneumatic plugs for inflation.
 - b). From control panel to sealed line for introducing the low pressure air.
 - c). From sealed line to control panel for continually monitoring the air pressure rise in the sealed line.

- g. All pneumatic plugs shall be seal tested before being used in the actual test installation. One length of pipe shall be laid on the ground and sealed at both ends with the pneumatic plugs to be used for the test. The sealed pipe shall be pressurized to 9 psig. The plugs must hold against this pressure without having to be braced. No persons shall be allowed in the alignment of the pipe during plug testing.
- h. After a manhole to manhole run of pipe has been backfilled and cleaned, and the pneumatic plugs are checked by the above procedure, the plugs shall be placed in the line at each manhole. Low pressure air shall be slowly introduced into this sealed line until the internal air pressure reaches approximately 4 psig greater than the average groundwater back pressure, but not greater than 9 psig for PVC pipe or 5 psig for RCP.
- i. In areas where groundwater is known to exist, the Contractor must determine the average groundwater back pressure. The Contractor shall install a 1/2-inch diameter capped pipe nipple, approximately 10 inches long, through the manhole wall on top of one of the sanitary sewer lines entering the manhole. See Figure No. 1. This shall be done at the time the sanitary sewer line is installed or install an 8-inch diameter stand pipe outside of the manhole backfilled with a column of clean stone of 2-inch minimum diameter to subgrade. Immediately prior to the performance of the low pressure air test, the ground water back pressure shall be determined by removing the pipe cap, blowing air through the pipe nipple into the ground so as to clear it, and then connecting a clear plastic tube to the nipple. The plastic tube shall be vertical and a measurement of the height, in feet of water over the invert of the pipe shall be taken after the water has stopped rising in this plastic tube. This height, divided by 2.307, will equal the average groundwater back pressure.
- j. At least two (2) minutes shall be allowed for the air to stabilize when the specified internal air pressure has been obtained. When the pressure has stabilized and is at or above 3.5 psig, the air hose from the control panel to the air supply shall be disconnected. The portion of the line being tested shall be termed "acceptable" if the time required in minutes for the pressure to decrease from 3.5 to 2.5 psig (greater than the average groundwater back pressure calculated) shall not be less than the time in the tables in Reference Table 1.

- k. If a one (1) psi drop in pressure does not occur within the test time, the line has passed. If the pressure drop is more than one (1) psi during the test time, the line is presumed to have failed the test. If the line fails the test, segmented testing may establish the location of any leaks.
 - l. The Contractor must repair the leak or remove and replace the defective pipe section and re-test the section to the satisfaction of the Engineer at no additional cost to the Owner.
 - m. The pneumatic plugs must be installed in such a way as to prevent blowouts. Inasmuch as a force of 250 pounds is exerted on an 8-inch plug by an internal pipe pressure of 5 psi, it should be realized that sudden expulsion of a poorly installed plug or a plug, which is partially deflated before the pipe pressure is released, can be dangerous.
 - n. The Contractor should internally restrain or externally brace the plugs to the manhole wall as an added safety precaution throughout the test.
 - o. Pressurizing equipment shall include a regulator or relief valve set at no higher than 9 psig for PVC pipe or 5 psig for RCP pipe to avoid over-pressurizing and damaging an otherwise acceptable line.
 - p. No one shall be allowed in the trench or manholes during testing.
 - q. Plugs shall not be removed until all pressure has been released.
 - r. All sanitary manholes shall be tested separately by using an exfiltration test (or infiltration test where groundwater conditions permit) to two (2) feet above the highest joint with no measurable leakage for a one hour test.
 - s. The air test data sheet marked Exhibit "A" at the end of this section shall be filled out for each section of piping tested in this manner.
 - t. Testing concrete pipe sewer lines by the low pressure air test method will be per ASTM C924-02 and C1103.
8. Hydrostatic Testing – Pressure Pipe, For Watermain and Force Main
- a. The pipe to be tested must be sufficiently backfilled to prevent movement while under test pressure.

- b. Joint restraint at fittings should be permanent and constructed to withstand test pressure. If concrete thrust blocks are used, sufficient time must be allowed before testing to permit the concrete to cure. A cure time of seven (7) days is recommended when Type I Portland Cement is used; three (3) days is recommended when Type III high-early Portland Cement is used.
- c. Test ends should be restrained to withstand the appreciable thrusts that are developed under test pressure.
- d. Air pressure testing of installed pressure pipe is expressly prohibited.
- e. Any testing performed without the knowledge of the Engineer shall not be considered a test for the purpose of this specification.
- f. The hydrostatic testing sheet marked "Exhibit D" following this section shall be filled out for each section of piping tested in this manner.
- g. After the pipe has been installed and partially backfilled (if applicable) subject all newly installed pipe, or any valved sections of it in such lengths of the force main as determined by the responsible agency, unless otherwise specified, to a hydrostatic pressure test equal to 1-1/2 times the line working pressure (50% over the working pressure) but not less than 1.25 times the working pressure at the highest point along the test section; but, in no case, shall such force mains be tested at less than 150 pounds per square inch.. The duration of each test shall be at least 2 hours.
- h. Each section of pipeline shall be slowly filled with water and the specified test pressure, measured at the point of lowest elevation, shall be applied by means of a booster pump connected to the pipe in a manner satisfactory to the Engineer. The duration of the test shall be for a minimum of sixty (60) minutes.
- i. No pipe installation will be accepted unless the leakage rate for the section of pipe being tested does not exceed a rate as shown on hydrostatic test chart, during a 24-hour test duration.
- j. The Contractor shall furnish suitable means for determining the quantity of water lost by leakage during the test.

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.

PART 2 – PRODUCTS (NOT APPLICABLE)

PART 3 – EXECUTION

3.1 SEQUENCING AND SCHEDULING

- A. The Contractor shall coordinate the sequence of work activities so as to accommodate required testing and shall allow sufficient time for testing of materials by the laboratory so as to cause no delay in the work or the work of any other Contractor. In addition, the Contractor shall coordinate his work so as to avoid the necessity of removing and replacing work to accommodate inspections and tests.

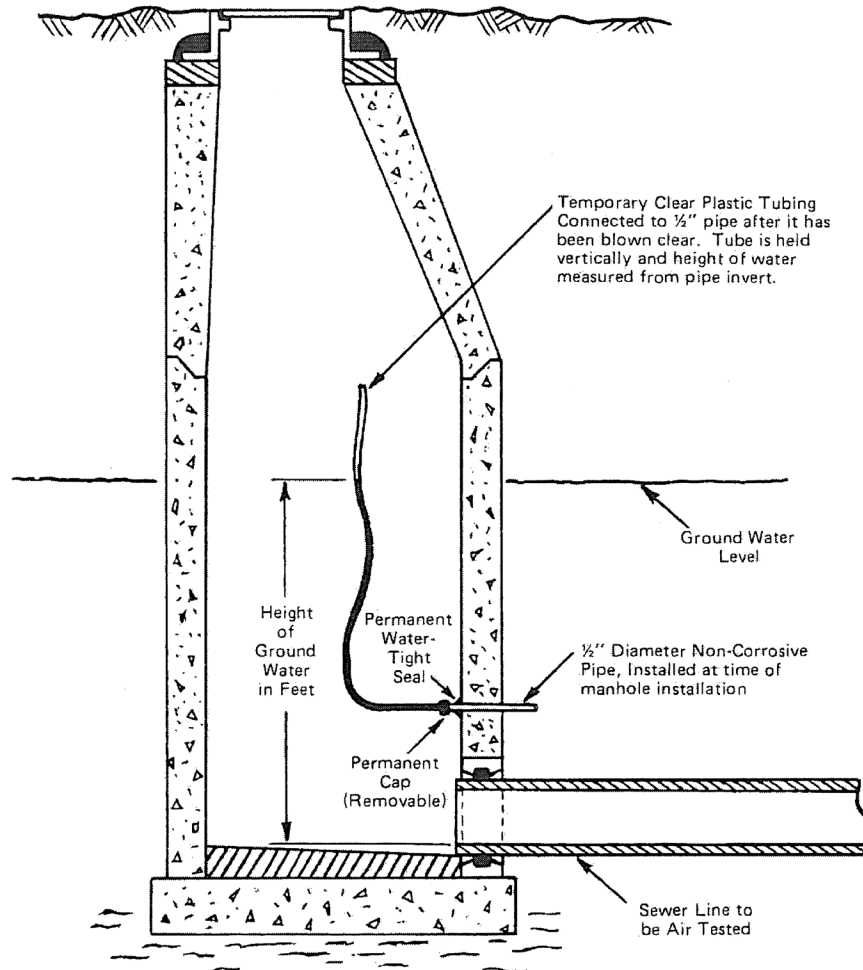
3.2 LABORATORY TEST RESULTS

- A. The testing laboratory shall submit a certified written report of each inspection, test, or similar service concurrently to the Owner, Engineer, and Contractor.
- B. Written reports of each inspection, test, or similar service shall include, but not be limited to, the following:
 - 1. Name of testing laboratory.
 - 2. Project name and construction contract reference number.
 - 3. Dates and locations of samples and tests or inspections.
 - 4. Date of report.
 - 5. Names of individuals making the inspection or test.
 - 6. Designation of the work and test method.
 - 7. Test results.
 - 8. Notation of significant ambient conditions at the time of sample taking and testing.

END OF SECTION 013319

FIGURE NO. 1

**MANHOLE CROSS-SECTIONAL VIEW
OF THE PROPER METHOD FOR
DETERMINING GROUND WATER HEIGHT**



AIR TEST DATA SHEET

PIPE TESTING FORM

NOTE: Pressurize pipe to 4.5 P.S.I.F. and let stabilize for 5 minutes. Pressure should then be backed off to 4.0 P.S.I.G. and test time started.

JOB NAME:

SANITARY ☐

STORM

DATE:

JOB LOCATION:

TEST COMPANY:

JOB NO.

PROJECT REP:

SPECIFIED PRESSURE DROP () P.S.I.G.

BASE PRESSURE: 4.0 P.S.I.G.

PIPE MATERIAL:

(See Table 1 or Table II for Reference)

(Note: No test shall exceed 9.0 P.S.I.G.)

PIPE SECTION UNDER TEST									
UPSTREAM MH/STATION N	DN-STREAM MH/STATION N	PIPE DIAMETER	PIPE LENGTH	GROUND WATER DEPTH	BASE P.S.I.G. PLUS GROUND WATER ADJ.	TEST TIME DURATION	TEST START TIME	TEST STOP TIME	PAS S FAIL P or F

TABLE I

1 Pipe Diameter (Inches)	2 Minimum Time (Min:Sec)	3 Length for Minimum Time (Ft.)	4 Time for Longer Length (Sec)	Specification Time for Length (L) Shown (Min:Sec)							
				100 Ft.	150 Ft.	200 Ft.	250 Ft.	300 Ft.	350 Ft.	400 Ft.	450 Ft.
4	3:46	597	.380 L	3:46	3:46	3:46	3:46	3:46	3:46	3:46	3:46
6	5:40	398	.854 L	5:40	5:40	5:40	5:40	5:40	5:40	5:42	6:24
8	7:34	298	1.520 L	7:34	7:34	7:34	7:34	7:36	8:52	10:08	11:24
10	9:26	239	2.374 L	9:26	9:26	9:26	9:53	11:52	13:51	15:49	17:48
12	11:20	199	3.418 L	11:20	11:20	11:24	14:15	17:05	19:56	22:47	25:38
15	14:10	159	5.342 L	14:10	14:10	17:48	22:15	26:42	31:09	35:36	40:04
18	17:00	133	7.692 L	17:00	19:13	25:38	32:03	38:27	44:52	51:16	57:41
21	19:50	114	10.470 L	19:50	26:10	34:54	43:37	52:21	61:00	69:48	78:31
24	22:40	99	13.674 L	22:47	34:11	45:34	56:58	68:22	79:46	91:10	102:33
27	25:30	88	17.306 L	28:51	43:16	57:41	72:07	86:32	100:57	115:22	129:48
30	28:20	80	21.366 L	35:37	53:25	71:13	89:02	106:50	124:38	142:26	160:15
33	31:10	72	28.852 L	43:05	64:38	86:10	107:43	129:16	150:43	172:21	193:53
36	34:00	66	30.768 L	51:17	76:55	102:34	128:12	153:50	179:29	205:07	230:46
42	39:48	57	41.883 L	69:48	104:42	139:37	174:30	209:24	244:19	279:13	314:07
48	45:34	50	54.705 L	91:10	136:45	182:21	227:55	273:31	319:06	364:42	410:17
54	51:02	44	69.236 L	115:24	173:05	230:47	288:29	346:11	403:53	461:34	519:16
60	56:40	40	85.476 L	142:28	213:41	284:55	356:09	427:23	498:37	569:50	641:04

Minimum specified time required for a 1.0 P.S.I.G. Pressure Drop

for size and length of pipe indicated for $Q = 0.0015$

NOTE: If there has been no leakage, (zero P.S.I.G. drop), after one hour of testing, the test shall be accepted and the test complete. (See Section 7.5)

TABLE II

Minimum specified time required for a 0.5 P.S.I.G. Pressure Drop
for size and length of pipe indicated for Q = 0.0015

1 Pipe Diameter (Inches)	2 Minimum Time (Min:Sec)	3 Length for Minimum Time (Ft.)	4 Time for Longer Length (Sec)	Specification Time for Length (L) Shown (Min:Sec)							
				100 Ft.	100 Ft.	100 Ft.	100 Ft.	100 Ft.	100 Ft.	100 Ft.	100 Ft.
4	1:53	597	.190 L	1:53	1:53	1:53	1:53	1:53	1:53	1:53	1:53
6	2:50	398	.427 L	2:50	2:50	2:50	2:50	2:50	2:50	2:51	3:12
8	3:47	298	.760 L	3:47	3:47	3:47	3:47	3:48	4:26	5:04	5:42
10	4:43	239	1.187 L	4:43	4:43	4:43	4:57	5:56	6:55	7:54	8:54
12	5:40	199	1.709 L	5:40	5:40	5:42	7:08	8:33	9:58	11:24	12:50
15	7:05	159	2.671 L	7:05	7:05	8:54	11:08	13:21	15:35	17:48	20:02
18	8:30	133	3.846 L	8:30	9:37	12:49	16:01	19:14	22:26	25:38	28:51
21	9:55	114	5.235 L	9:55	13:05	17:27	21:49	26:11	30:32	34:54	39:16
24	11:20	99	6.837 L	11:24	17:57	22:48	28:30	34:11	39:53	45:35	51:17
27	12:45	88	8.653 L	14:25	21:38	28:51	36:04	43:16	50:30	57:42	64:54
30	14:10	80	10.683 L	17:48	26:43	35:37	44:31	53:25	62:19	71:13	80:07
33	15:35	72	12.926 L	21:33	32:19	43:56	53:52	64:38	75:24	86:10	96:57
36	17:00	66	15.384 L	25:39	38:28	51:17	64:06	76:55	89:44	102:34	115:23
42	19:54	57	20.942 L	34:54	52:21	69:49	87:15	104:42	122:10	139:37	157:04

48	22:47	50	27.352 L	45:35	68:23	91:11	113:58	136:46	159:3 3	182:21	205:0 9
54	25:31	44	34.618 L	57:42	86:33	115:24	144:15	173:05	201:5 6	230:47	259:3 8
60	28:20	40	42.738 L	71:14	106:51	142:28	178:05	213:41	249:1 8	284:55	320:3 2

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)

CT CONSULTANTS, INC.

HYDROSTATIC LEAKAGE TEST

JOB. NO. _____ PROJECT: _____

CONTRACTOR: _____ CLIENT: _____

WATERLINE TESTED AT: _____
(Street Name) (Station of Gauge)

FROM STATION _____ TO STATION _____ ON _____

WATERLINE SIZE _____ TYPE _____

TESTED _____, _____ AT _____ FOR _____
TOTAL L.F. PIPE SIZE PSI DURATION

ALLOWABLE LEAKAGE _____ PER 1,000 L.F. OR PER _____
GALS./HR. TOTAL GALS. TOTAL L.F.

1ST TEST _____, _____ AND _____
PASS / FAIL PRESSURE LOST GALLONS LOST

2ND TEST _____, _____ AND _____
PASS / FAIL PRESSURE LOST GALLONS LOST

APPROVED BY _____
(INSPECTOR)

COMMENTS:

ALLOWABLE LEAKAGE PER 1,000 FEET OF WATERMAIN:

PIPE SIZE

ALLOWABLE LEAKAGE

INCH DIAMETER

GALS. / 1,000 FEET

6	1
8	1.3
10	1.6
12	1.9
16	2.5
20	3.2
24	3.8
30	4.8
36	5.7

NOTE: IN NO CASE SHALL THE TESTED SECTION EXCEED 2,000 FEET IN LENGTH.



PROJECT:

SHEET NO. 1 OF

JOB NO.

STREET:

CONTRACTOR:

PROJECT REP:

MANHOLE VACUUM TEST

M.H. NO.	M.H. Diameter (in.)	M.H. Depth (ft.) (btm.m.h. cover to shelf)	Vacuum Required (in Hg)	Vacuum Attained (in Hg)	Vacuum Drop (in Hg)	Holding Time Required (sec.)	Pass/Fail	Date Tested	Contractor Attest	Engineer Attest	Remarks

SECTION 013323 - SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

PART 1 - GENERAL

1.1 GENERAL

- A. The Contractor shall submit detailed drawings, acceptable catalog data, specifications and material certifications for all equipment and materials specified or required for the proper completion of the work.
- B. The intent of these items is to demonstrate compliance with the design concept of the work and to provide the detailed information necessary for the fabrication, assembly and installation of the work specified. It is not intended that every detail of all parts of manufactured equipment be submitted, however sufficient detail will be required to ascertain compliance with the specifications and establish the quality of the equipment proposed.

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. 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. 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.
- E. 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.
- 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.
- I. The Engineer/Architect will review the first and second Shop Drawing item submittals at no cost to the Contractor. Review of the third submittal and any subsequent submittal will be at the Contractor's expense. Payment will be deducted from the Contract amount at a rate of 2.8 times direct labor cost plus expenses.

1.2 SUBMITTAL PROCEDURE

- A. All required submissions shall be made to the Engineer/Architect by the Prime Contractor(s) only. Any data prepared by subcontractors and suppliers and all correspondence originating with subcontractors, suppliers, etc., shall be submitted through the Contractor.
- B. 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.
- C. 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.
 - a. Provide a space on the label for the Contractor's review and approval markings and a space for the Engineer/Architect's "Action Stamp".
- D. Each Shop Drawing, sample and product data submitted by the Contractor shall have affixed to it the following Certification Statement including the Contractor's Company name and signed by the Contractor:

Certification Statement: By this submittal, I hereby represent that I have determined and verified all field measurements, field construction criteria, materials, dimensions, catalog numbers and similar data and I have checked and coordinated each item with other applicable approved shop drawings and all Contract requirements.

Signature

Date

Company

- E. Shop Drawings shall be submitted in not less than six (6) copies to the Engineer/Architect at the address specified at the Preconstruction Conference. Single mylar or sepia reproducible copies of simple Shop Drawings may be submitted with prior approval of the Engineer/Architect.
- F. 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.
- G. 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.
- H. For product which require submittal of samples, furnish samples so as not to delay fabrication, allowing the Engineer reasonable time for the consideration of the samples submitted. Properly label samples, indicating the material or product represented, its place of origin, the names of the vendor and Contractor and the name of the project for which it is intended. Ship samples prepaid. Accompany samples with pertinent data required to judge the quality and acceptability of the sample, such as certified test records and, where required for proper evaluation, certified chemical analyses.

1.3 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.

APPLICATION FOR USE OF SUBSTITUTE ITEM

TO: _____

PROJECT: _____

SPECIFIED ITEM:

Page	Paragraph	Description
A.		The undersigned requests consideration of the following as a substitute item in accordance with Article 6.05 of the General Conditions.
B.		Change in Contract Price (indicate + or -) \$ _____
C.		Attached data includes product description, specifications, drawings, photographs, references, past problems and remedies, and performance and test data adequate for evaluation of the request; applicable portions of the data are clearly identified. For consideration of the attached data as SHOP DRAWINGS, submittal shall be in accordance with requirements of Section 013323.
D.		Attached data also includes a description of changes to the Contract Documents that the proposed substitution will require for its proper installation.

The undersigned certifies that the following paragraphs, unless modified by attachments are correct:

1. The proposed substitute does not affect dimensions shown on Drawings.
2. The undersigned will pay for changes to the building design, including engineering design, detailing, and construction costs caused by the requested substitution.
3. The proposed substitution will have no adverse affect on other contractors, the construction schedule, or specified warranty requirements. (If proposed substitution affects construction schedule, indicate below using + or -)

_____ CONSECUTIVE CALENDAR DAYS

4. Maintenance and service parts will be locally available for the proposed substitution.

The undersigned further states that the function, appearance, and quality of the proposed substitution are equivalent or superior to the specified item, and agrees to reimburse the OWNER for the charges of the ENGINEER for evaluating this proposed substitute item.

E. Signature:

Firm:

Address:

Telephone:

Date:

Attachments:

For use by ENGINEER:

_____ Accepted as evidenced by affixed SHOP DRAWING REVIEW stamp.

_____ Accepted as evidenced by included CHANGE ORDER.

_____ Not accepted as submitted. See Remarks.

_____ Acceptance requires completion of submittal as required for SHOP DRAWINGS.

_____ Not accepted. Do not resubmit.

By:

Date:

Remarks:

APPLICATION FOR USE OF "OR-EQUAL" ITEM

TO: _____

PROJECT: _____

SPECIFIED ITEM:

Page	Paragraph	Description
A.		The undersigned requests consideration of the following as an "or-equal" item in accordance with Article 6.05 of the General Conditions. _____
B.	Change in Contract Price (indicate + or -) \$	_____
C.		Attached data includes product description, specifications, drawings, photographs, references, past problems and remedies, and performance and test data adequate for evaluation of the request; applicable portions of the data are clearly identified. For consideration of the attached data as SHOP DRAWINGS, submittal shall be in accordance with requirements of Section 013323.
D.	Signature:	_____
	Firm:	_____
	Address:	_____ _____ _____

Telephone: _____ Date: _____

Attachments: _____

For use by ENGINEER:

Accepted as evidenced by affixed SHOP DRAWING REVIEW stamp.

Accepted as evidenced by included CHANGE ORDER.

Not accepted as submitted. See Remarks.

Acceptance requires completion of submittal as required for SHOP DRAWINGS.

Not accepted. Do not resubmit.

By: _____ Date: _____

Remarks: _____

END OF SECTION 013323

SECTION 013326 – PRODUCT TESTING AND CERTIFYING

PART 1 - GENERAL

1.1 QUALITY OF MATERIALS

- A. Where the specifications call for mill or shop tests, the Contractor shall furnish duplicate copies of attested manufacturer's certificates showing details of quality or performance sufficient to demonstrate conformity to contract requirements. Mill, shop or witness tests shall be subject to view by the Engineer's representative, but the Engineer's representation shall not relieve the Contractor from the necessity of furnishing certificates specified. The Engineer shall be notified by the Contractor in writing, sufficiently in advance of the time of making tests, so that proper arrangements may be made. Waiving of witness of tests by the Engineer may be in writing only by the Engineer. All costs for travel, lodging, food and transportation that are necessary for the Engineer's representative and the Owner's representative to attend witness tests shall be included in the Contractor's bid for those item(s) specifically designated as being subject to witness testing.
- B. Unless otherwise specified, all materials, equipment and articles shall be erected, installed, applied, or connected, used, cleaned and conditioned in accordance with the printed instructions and directions of the manufacturer.
- C. The installation shall be so made that its several component parts will function together as a workable system. It shall be complete with all accessories necessary for its operation and shall be left with all equipment properly adjusted and in working order.
- D. The work shall be executed in conformity with the best practice and so as to contribute to efficiency of operation, minimum maintenance, accessibility and sightliness. It shall also be executed so that the installation will conform and accommodate itself to the building structure, its equipment and usage.
- E. Whenever in the contract documents a particular brand, make of material, device or equipment is shown or specified, such brand, make of material, device or equipment is to be regarded merely as a standard and such trade name shall be followed by "or equal".

1.2 QUALITY ASSURANCE

- A. The equipment and materials to be furnished under this Contract shall be the products of well established and reliable firms which have had ample experience for at least five (5) years in the manufacture of equipment or materials similar in design and of equal quality to that specified. If required, the manufacturer shall submit a list of installations of similar equipment which have been in successful operation for at least five (5) years.

1.3 EXPERIENCE CLAUSE REQUIREMENT AND PERFORMANCE BONDS FOR MANUFACTURER

- A. For every piece of equipment furnished under this Contract, the manufacturer will be required to have a minimum of five (5) years of experience in providing this specific type of equipment. In lieu of this experience requirement, the manufacturer will be required to provide performance bond(s) for the faithful performance of the equipment and guarantee payment in a sum of not less than one hundred and fifty percent (150%) of the total equipment price for the completed work for that item. In the absence of verifiable experience, the manufacturer will be required to provide the performance bond(s) for the same number of years that the manufacturer was found lacking in experience from the specified five (5) year period. The performance bond(s) shall be from an approved surety company, to the satisfaction of the Owner's Law Director.
- B. Agents of bonding companies which write bonds for the performance and payment of the contract shall furnish power of attorney bearing the seal of the company, evidencing such agent's authority to execute the particular type of bond to be furnished, and evidencing also the right of the surety company to do business in the State of Ohio. Copy of this proof shall be attached to each copy of the contract.
- C. The bond shall be purchased through a surety company with a local agent upon whom service of process can be made.
- D. In event of failure of surety or co-surety, the manufacturer shall immediately furnish a new bond, as required herein. The manufacturer's bond will not be released until all provisions of the contract have been fulfilled.
- E. The surety used for the bid bond and performance bond shall be listed in the latest U.S. Treasury Circular 570 and the Penal Sums shall be within the maximum specified for such company in said Circular 570.

END OF SECTION 013326

SECTION 013326.01 - QUALITY CONTROL PLAN

PART 1 - GENERAL

1.1 QUALITY CONTROL

- A. The Contractor shall be responsible for the quality of all materials incorporated into the project work and shall be responsible for all costs of testing and certification of same. The Contractor shall provide the City Engineer a list of three (3) local qualified firms for the City to select from to be the Contractor's testing firm.
- B. The Contractor shall provide the Engineer with a Quality Control Plan in which his testing methods/procedures are defined. Said Plan shall meet with the approval of the Engineer and include identification of laboratories, types of testing, and the tentative amount and scheduling of each.

All certifications of tests and/or gradations for materials to be utilized in the work and all quality control testing shall be performed by an independent laboratory (not affiliated with, owned by, or managed by the Contractor). The laboratory shall be accredited by the AASHTO Materials Reference Laboratory for the type of testing performed.

- C. The Owner may perform field Quality Assurance testing; however, such testing shall not relieve the Contractor from the responsibility of Quality Control testing or from supplying certificates from manufacturers or suppliers to demonstrate compliance with the specifications. It is intended that the testing by the Contractor and the Owner be complimentary toward a quality project; however, the Contractor may not assume the Owner will test or that any tests will be done in lieu of the Contractor's own Quality Control testing. In the same sense, the Contractor may not rely on Owner Quality Assurance testing as a basis of acceptance or approval of his work nor may any Owner performed testing be reflected in his submitted plan.

1.2 TEST CRITERIA

- A. The following tests at a minimum shall be included with the Contractor's Quality Control Plan in accordance with the specifications:
 - 1. Aggregates
 - a. For each material and/or different source, the laboratory shall perform soundness, gradation, and other tests for all parameters specified. Aggregates incorporated into concrete or asphalt mixes shall also be tested for moisture content daily.
 - 2. Compaction Tests
 - a. Compaction tests or field density tests shall be taken on all embankment, trench backfill, subgrade, and subbase materials.

- b. Minimum testing shall be as follows:
Embankment testing shall be at least one (1) test/5000 S.F. of each lift;
Trench backfill testing shall be at least one (1) test/50 L.F. of each lift;
Subgrade and/or subbase testing shall be at least one (1) test/200 L.F. of pavement or /5000 S.F. of slabs; subject to greater frequency due to soil conditions or Engineer's direction.
- c. Proctors or relative density tests shall be performed as often as necessary for the differing soils or granular materials utilized. Proctors shall be run with a minimum of 5 points. Test reports shall show the wet (bulk) weight, dry weight, wet (bulk) density, dry density, moisture content weight and moisture content percentage. Both the dry curve and the wet curve shall be plotted. The source materials shall be tested for gradation, Atterberg limits, shore-hydrometer and moisture content.

3. Concrete Mix Design

- a. For each type of concrete, the laboratory shall perform the necessary mix design providing all test data as required by the specifications.

4. Concrete Field and Laboratory Tests

- a. The laboratory shall cast concrete cylinders and test beams:
 - 1) One set of four cylinders per 50 C.Y. with a minimum of two sets per day. The cylinders shall be broken: one at 7 days, two at 28 days, one at 56 days, unless otherwise directed by the Engineer.
 - 2) One beam per 50 C.Y. with a minimum of two beams per day.
- b. Temperature and unit weight shall be run on fresh concrete at intervals sufficient for the type of structure being placed and a minimum of once per day. Bulk weight, bucket weight, (tare), net weight, bucket factor (bucket volume) and unit weight shall be recorded on the fresh concrete report. Show all batch weights for yield calculations. Slump and air content tests shall be taken a minimum of one test per 20 C.Y. and at least once per day.
- c. All field and laboratory testing shall be performed by technicians certified by the American Concrete Institute (ACI) for the type of testing performed.
- d. Initial cure of all cylinders shall be in a temperature controlled cure box or temperature controlled water tank with a hi-low thermometer. Hi-low temperature readings shall be recorded on the fresh concrete report.

5. Asphalt Mix Design

- a. For each type of asphalt mix, submit job mix formula (JMF) prepared by an ODOT pre-qualified laboratory from tests performed on the aggregates proposed for use.
- b. Sample and test for gradation and bitumen content as per ODOT 441.
- c. Asphalt compaction, thickness, and temperature tests shall be performed during asphalt placement per ODOT Item 448.

1.3 LABORATORY REPORTS

- A. Reports of laboratory and field tests will be distributed to the Engineer, Owner, and Suppliers within 24 hours of completion.

END OF SECTION 013326.01

SECTION 013543 - ENVIRONMENTAL PROTECTION

PART 1 - GENERAL

1.1 UNNECESSARY NOISE, DUST AND ODORS

- A. The Contractor's performance of this contract shall be conducted so as to eliminate all unnecessary noise, dust and odors.

1.2 SEWAGE, SURFACE AND FLOOD FLOWS

- A. The Contractor shall take whatever action is necessary to provide all necessary tools, equipment and machinery to adequately handle all sewage, surface flows and flood flows which may be encountered during the performance of the work. The entire cost of and liability for handling such flows is the responsibility of the Contractor and shall be included in the price for the appropriate item.

1.3 WORK IN FREEZING WEATHER

- A. Written permission from the Engineer shall be obtained before any work is performed which, in the judgment of the Engineer, may be affected by frost, cold, or snow. When work is performed under such conditions, the Contractor shall provide facilities for heating the materials and for protecting the finished work.

1.4 POLLUTION CONTROL

- A. It shall be the responsibility of the Contractor to prevent or limit pollution of air and water resulting from his operations.
- B. The Contractor shall perform work required to prevent soil from eroding or otherwise entering onto all paved areas and into natural watercourses, ditches, and public sewer systems. This work shall conform to all local ordinances and/or regulations, if any, and if not otherwise regulated by local ordinances or regulations shall at a minimum conform to the Ohio EPA General Storm Water NPDES Permit for Construction Activities and the Ohio Department of Natural Resources Rainwater and Land Development manual. This work may consist of but not be limited to construction and continual maintenance of silt fence, bio bag filters, sedimentation traps, stilling basins, check dams, temporary seeding, temporary mulching, erosion mats and other means to clarify waters containing suspended materials from excavations, embankments, cleared and grubbed or stripped areas, stockpiles, well points, and disposal sites and shall be commensurate with the contractor's schedule, sequence of work, means and methods. If a SWPPP plan is not required for the project, the contractor shall at a minimum submit a plan of his proposed erosion control prevention methods for approval by the Owner and/or other regulatory authorities having jurisdiction prior to starting any construction activities which may cause erosion.

- C. The Contractor shall perform work required to prevent dust attributable to his operations from entering the atmosphere. Dust on unsurfaced streets or parking areas and any remaining dust on surfaced streets shall be controlled with water and/or calcium chloride dust palliative as needed.
- D. Any material removed from sanitary or storm sewers shall be disposed in accordance with all applicable regulations.

END OF SECTION 013543

SECTION 014126 - GENERAL REGULATIONS AND PERMITS

PART 1 - GENERAL

1.1 PERMITS

The Contractor shall apply for and pay for all permits from the Owner and/or other authorities having jurisdiction.

The Contractor shall apply for all permits from the Owner and/or other authorities having jurisdiction. The Owner will waive all permit and inspection fees for permits under their jurisdiction; however, the Contractor must pay all permit and inspection fees for permits issued by other authorities having jurisdiction.

1.2 ARCHAEOLOGICAL DISCOVERIES

Contractors and subcontractors are required under Ohio Revised Code (O.R.C.) Section 149.53, to notify Ohio's State Historic Preservation Office (SHPO), and to cooperate with that office in archaeological and historic surveys and mitigation efforts if such discoveries are uncovered within the project area.

Contact: Ohio's State Historic Preservation Office
Diana Welling, Resource Protection & Review Department Manager
Phone: 1-614-298-2000
Email: dwelling@ohiohistory.org

Should archaeological discoveries or other activities delay progress of the work, an adjustment in contract time will be made.

END OF SECTION 014126

SECTION 014223 - INDUSTRY STANDARDS

PART 1 - GENERAL

1.1 ABBREVIATIONS

- A. Abbreviations, as used, designate the following:

AASHTO	-	American Association of State Highway and Transportation Officials
ACI	-	American Concrete Institute
AIEE	-	American Institute of Electrical Engineers
AISC	-	American Institute of Steel Construction
ANSI	-	American National Standards Institute
ASTM	-	American Society of Testing and Materials
AWWA	-	American Water Works Association
CMS	-	Construction and Material Specifications
NEMA	-	National Electrical Manufacturers Association
ODOT	-	Ohio Department of Transportation
ORC	-	Ohio Revised Code
UL	-	Underwriters Laboratories, Inc.

1.2 REFERENCE TO OTHER SPECIFICATIONS

- A. Where reference is made to specifications such as ASTM, AWWA or AASHTO, the latest edition shall be used, unless otherwise noted on the plans or in the specifications.

1.3 CODES AND STANDARDS

- A. All work provided for by these specifications must be installed according to the provisions of the State and local building codes, subject to inspection and acceptance by the State and local inspectors.

END OF SECTION 014223

SECTION 014323 – QUALIFICATIONS OF TRADESMEN

PART 1 - GENERAL

1.1 CHARACTER OF WORKMEN AND EQUIPMENT

- A. The Contractor shall employ competent and efficient workmen for every kind of work. Any person employed on the work who shall refuse or neglect to obey directions of the Owner or his representative, or who shall be deemed incompetent or disorderly, or who shall commit trespass upon public or private property in the vicinity of the work, shall be dismissed when the Owner so orders, and shall not be re-employed unless express permission be given by the Owner. The methods, equipment and appliances used on the work and the labor employed shall be such as will produce a satisfactory quality of work, and shall be adequate to complete the contract within the specified time limit.
- B. In hiring of employees for the performance of work under this Contract, or any Subcontract hereunder, no Contractor or Subcontractor, nor any person acting on behalf of such Contractor or Subcontractor, shall, by reason of race, sex, creed or color, discriminate against any citizen of the State of Ohio in the work to which the employment relates. No Contractor, Subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on account of race, creed, sex or color.

END OF SECTION 014323

SECTION 015100 - TEMPORARY POWER SERVICE

PART 1 - GENERAL

1.1 ELECTRICAL POWER

- A. The Contractor shall furnish at his own expense all electrical power which may be required for the project. All temporary lines shall be furnished and installed by the Contractor at his own expense in a manner which meets the approval of the Engineer, and shall be removed by the Contractor at the completion of the construction.

END OF SECTION 015100

SECTION 015113 - TEMPORARY ELECTRICITY

PART 1 - GENERAL

1.1 APPLICABLE CONTRACTORS

- A. General Construction Contractor
- B. Plumbing Contractor
- C. HVAC Contractor.
- D. Electrical Contractor

1.2 GENERAL CONSTRUCTION CONTRACTOR shall provide and/or install the following:

- A. All costs of electrical current consumed by all Prime Contractors. The General Construction Contractor shall make arrangements with the local electric utility company to have the periodic bill sent directly to the General Construction Contractor.
- B. Temporary heating system, as required, to protect the work until the work is complete and ready for occupancy by the Owner. Such system shall meet all requirements of the N.E.C., O.B.B.C. and the local codes for temporary construction services. The heating system shall be for the use of all the Prime Contractors involved in this project.
- C. All costs of natural gas, propane, fuel oil, electric power or other energy consumed and costs related to provide temporary heat.

1.3 PLUMBING CONTRACTOR shall provide and install the following:

- A. All piping necessary to provide fuel for the temporary heating system.

1.4 HVAC CONTRACTOR shall provide and install the following:

- A. All ductwork and vents necessary for the temporary heating system.

1.5 ELECTRICAL CONTRACTOR shall provide and/or install the following:

- A. Power
 - 1. Temporary power facilities for construction purposes for the use of all the Prime Contractors including the cost of running temporary service from the utility supply to the various project construction areas. Power shall be provided in accordance with the General Construction Contractor's construction schedule.
 - 2. One (1) full-time electrician to maintain the temporary services. The electrician shall be on site at all times any trade is working which will require temporary power. This

shall include both regular and overtime hours. The electrician may be employed in other phases of the work while on the project.

Premium pay for the temporary power electrician shall be negotiated between the Prime Contractors on the job requiring overtime service.

3. The electrical work for construction purposes shall conform to all Federal, State (Ohio Safety Code IC-3, Specific Safety Requirements) as well as requirements of the National Electric Code. The Electrical Contractor shall obtain and pay for required applications, permits and inspection pertaining to this work. This cost shall also be included in the Electrical Contractor's price.
4. All utility charges or fees for permits, step down transformers, metering or other materials.
5. Temporary work shall be installed in such a manner as not to interfere with the permanent construction. If such interference does occur, it shall be the responsibility of the Electrical Contractor to make such changes as may be required to overcome the interference.
6. The Electrical Contractor shall arrange for the installation of temporary service for construction purposes as well as making provisions to adequately protect the transformer and any associated temporary power equipment throughout the course of construction.

B. Heating

1. The electrical facilities for temporary heating and ventilating systems. All temporary systems shall be connected directly to the project temporary power system by the Electrical Contractor.

C. Lighting

1. Provide labor and material for the installation and maintenance of temporary light and power as may be required during the period of construction. The following will form minimum requirements:
 - a. Temporary general lighting.
 - b. General all purpose temporary power and telephone requirements.
 - c. Make connections for temporary heat. Check temporary heat requirements in these specifications.
 - d. Provide temporary power and telephone connections to the various Prime Contractors and Resident Engineer's field trailers.
 - e. Power for any electric arc welding shall not be furnished by this temporary power service. Power for any electric arc welding equipment shall be furnished complete by the trades requiring the welding.
2. This service is to consist of distribution system, panel board, grounding, branch circuits, switches, receptacle outlets and all other labor and materials necessary to provide a complete operating system.
3. Temporary wire is to be laid out, balanced, and sized so as to produce a voltage drop of no more than five percent (5%) at the extreme end of the line, when operating a full load.

4. There shall be a minimum of one 200 amp 120/208 three phase panel board for each building area. All panels shall be securely and neatly installed on substantial framework. Any panel installation which does not meet with the Engineer's approval shall be remounted in an approved manner.
5. Temporary lighting distribution will be made from the temporary panels indicated above. From the panel, circuit wiring with "pigtail" medium base lamps will distribute lighting on the basis of 1/8 watt per square foot average for the construction area. Each circuit will consist of "pigtail" receptacles on 20 foot centers, and 200 watt lamps will be installed in every other receptacle for added concentration of lighting as needed. Fixtures shall be wired with #8 AWG wire and suspended not less than 7'-6" above the floor.
6. As interior partitions are erected, the Electrical Contractor shall revise the temporary lighting arrangements so that not less than one lamp is provided in each space over one hundred square feet in area. Lights shall also be installed by the Electrical Contractor as directed by the Engineer, in smaller areas where required to provide adequate light for work being carried out in the space.
7. In addition to the specific requirements indicated herein, there will be required 480V-3 phase, 208 volts and 120 volt power receptacles. Provide one 480V-3 phase 20 amp outlet and two 20 amp outlets for 208 volt, 3 phase service, and six 20 amp duplex 120V outlets all mounted on a plywood panel and serviced from the local temporary panel. Not less than one such panel shall be provided for each building. All receptacle circuits shall be wired with #10 AWG wire minimum and protected by 30 amp circuit breakers or fuses.
8. Each Prime Contractor shall provide and pay for its own extensions for lights or power tools beyond the receptacle outlets provided above.
9. The Electrical Contractor shall furnish and install 200 watt lamps for general circuit lighting and all fuses as may be required for a complete job. Replacement of lamps, fuses, including theft, will be the responsibility of the Electrical Contractor throughout the life of the project.
10. The Electrical Contractor shall be responsible for installing and maintaining a reasonably balanced system and shall take current readings on the feeders at regular intervals as required. Any serious phase unbalance shall be corrected by the Electrical Contractor.
11. The Electrical Contractor shall protect his installation against weather damage, the normal operations of other trades, Owner's personnel, and visitors to the site. The Electrical Contractor shall be responsible for the proper use and maintenance of all temporary wiring systems until they are removed.

END OF SECTION 015113

SECTION 015136 - TEMPORARY WATER AND DISTRIBUTION

PART 1 - GENERAL

1.1 WATER

- A. The Contractor shall be responsible for an adequate supply of water suitable for his use for construction and drinking. At his own expense, he shall provide and maintain adequate supplies and supply lines in such locations and installed in such a manner as may be satisfactory to the Engineer.

END OF SECTION 015136

SECTION 015526 - TEMPORARY TRAFFIC CONTROL DEVICES

PART 1 - GENERAL

1.1 BARRICADES, SIGNS AND LIGHTS

- A. The Contractor shall employ watchmen on the work when and as necessary. The Contractor shall erect and maintain such strong and suitable barriers and such lights as will effectively prevent the occurrence of any accident to health, limb or property. Lights shall be maintained between the hours of one-half (1/2) hour after sunset and one-half (1/2) hour before sunrise.
- B. No manhole, trench, excavation will be left open awaiting connection or removal at a later date by the Contractor's forces or others but shall be temporarily backfilled and resurfaced if applicable with a temporary pavement passable to traffic at no additional cost to the Owner.
- C. In addition to other safety requirements, a minimum of four (4) foot high fence will be incorporated around any shaft or manhole or other excavation left open at the end of a day's work.

1.2 MAINTENANCE OF TRAFFIC

- A. The Contractor is required to provide maintenance of traffic in conformance with the Ohio Manual of Uniform Traffic Control Devices and Item 614 of the current Construction and Material Specifications of the Ohio Department of Transportation.
- B. This work shall include providing suitable and satisfactorily trained and properly attired flagmen for use at any location where existing roadway is narrowed to a width of less than 2 full lanes (18 feet).
- C. The Contractor is also responsible for maintaining local access to all residences and businesses along the route of the construction and to provide whatever temporary materials are necessary to provide a safe, adequate drive surface.
- D. At all boring locations, Contractor shall provide suitable flashers, barricades, and traffic control devices as may be deemed necessary by the Engineer or the responsible authority in the case of the Department of Transportation, Turnpike Commission, or affected railroad. This may extend to maintain facilities on a 24-hour basis until such time as the areas are completely backfilled.

END OF SECTION 015526

SECTION 015713 - TEMPORARY EROSION CONTROL

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Furnishing all labor, materials, tools, equipment and services for the temporary soil erosion and sediment control work as indicated.
- B. Coordinating the temporary pollution and erosion control with work of all other trades.
- C. Reducing to the greatest extent practicable the area and duration of exposure of readily erodible soils.
- D. Protecting the soils by use of temporary vegetation or mulch or by accelerating the establishment of permanent vegetation.
- E. Mechanically retarding the rate of runoff from the construction site and control disposal of runoff.
- F. Trapping all sediment resulting from construction in temporary or permanent debris basins.
- G. Using temporary measures to keep erosion under control if construction is suspended for any appreciable length of time.
- H. Providing protection against chemical, fuel, or lubricant spills, and sewage pollutants.
- I. Protecting project and existing structures from surface water damage due to utility line excavations.
- J. Controlling soil erosion and sedimentation by use of silt fences, dikes, ditches, slope protection, sediment pits, basins, dams, slope drains, coarse aggregate, mulches, sod, grasses, filter fabrics, and other erosion control devices or methods.

1.2 UNIT PRICES

- A. Work under this section is incidental to work covered under other sections of these Specifications and shall be paid as work incidental to those items.

1.3 SUBMITTALS

- A. Product Data
 - 1. Filter fabric
 - 2. Silt Fence

- 3. Filter Sock
 - 4. Filter Bag
 - 5. Siltsack
- B. Shop Drawings
- C. Samples
- D. Quality Control Submittals
 - 1. Design Data
 - 2. Test Reports
 - 3. Certificates
 - a. Seed
 - b. Fertilizer
 - c. Limestone
 - 4. Manufacturers Instructions
- E. Contract Closeout Submittals
 - 1. Project Record Documents

1.4 QUALITY ASSURANCE

- A. Qualifications
- B. Regulatory Requirements
- C. Certifications
- D. Field Samples
- E. Mock-ups
- F. Pre-Installation Conference

1.5 DELIVERY, STORAGE, AND HANDLING

- A. Packing and Shipping
 - 1. Deliver grass seed, fertilizer and limestone in original containers labeled with content analysis.
- B. Acceptance at Site
- C. Storage and Protection

1.6 SEQUENCING AND SCHEDULING

- A. All temporary control measures as shown on the Drawings, called for in these Specifications or ordered by the Engineer shall remain in effect during the life of the contract to control soil erosion, sedimentation and water pollution.

PART 2 - PRODUCTS

2.1 SEED

- A. Provide fresh, clean, new crop seed complying with tolerance for purity and germination established by Official Seed Analysts of North America.
- B. All areas of temporary seeding shall be seeded with grass as shown in the following table:

March 1 - August 15	Per 1000 Square Feet	Per Acre
Oats	3 lbs.	4 bu.
Perennial Ryegrass	1 lb.	40 lbs.
Tall Fescue	1 lb.	40 lbs.

August 16 - November 1*	Per 1000 Square Feet	Per Acre
Rye	3 lbs.	2 bu.
Wheat	3 lbs.	2 bu.
Perennial Ryegrass	1 lb.	40 lbs.
Tall Fescue	1 lb.	40 lbs.

* After November 1, use mulch only

2.2 ORGANIC MULCH

- A. Select mulch material based on site requirements, availability of materials and availability of labor and equipment. The following are the minimum rates:

Rates			
Mulch	Per Acre	Per 1000 ft ²	Notes
Straw (temporary only)	2 tons	90 lbs.	Free from weeds and coarse matter. Must be anchored. Spread with mulch blower or by hand.
Wood Chips (permanent or temporary)	400 yds. ³	9 - 10 yds. ³	Apply approx. 3" deep. Treat with 12 lbs. of nitrogen per ton. Do not use on firm turf areas. Apply with mulch blower, chip handler, or by hand.

Bark Chips or
Shredded
Bark
(temporary
mulch only)

70 yds.³ 1½ - 2 yds.³

Do not use in fine turf areas.
Apply about ½" thick. Apply
with a mulch blower or by
hand.

2.3 FERTILIZER

- A. All fertilizer shall be manufactured from cured stock and organic sources. Chemical elements shall be accurately proportioned, uniformly mixed, and delivered to the site in factory-sealed containers fully labeled, bearing the name or trademark and warranty of the manufacturer. Commercial fertilizer for lawn sodding shall be dry or liquid compounds of 12-12-12 analysis, meeting applicable requirements of State and Federal laws.

2.4 LIMESTONE

- A. All limestone shall be ground agricultural grade dolomitic limestone containing at least 10 percent magnesium oxide with a minimum total neutralizing power of 90, with at least 40 percent passing a No. 100 sieve and at least 95 percent passing a No. 8 sieve.

2.5 WATER

- A. All irrigation water shall be clean and free from injurious amounts of oil, acid, alkali, or other deleterious substances.

2.6 DITCH CHECKS

- A. Temporary ditch checks shall consist of coarse aggregate dikes.

2.7 INLET FILTERS

- A. Temporary inlet filters and silt fences shall be adequately supported as detailed on the drawings.

2.8 SLOPE DRAINS

- A. Temporary slope drains shall consist of pipe, coarse aggregate, riprap, rock channel protection, mats, plastic sheets or other materials approved by the Engineer. Sediment pits may be included as part of slope drain protection.

2.9 FILTER FABRIC

- A. Synthetic filter fabric shall be a pervious sheet of propylene, nylon, polyester or ethylene yarn and shall be certified by the manufacturer or supplier as conforming to the following requirements:

Physical Property	Requirements
Filtering Efficiency	75% (min.)
Tensile Strength at Extra Strength - 20% (max.) Elongation	50 lbs./lin. in. (min.) *
	Standard Strength - 30 lbs./lin. in. (min.)
Flow Rate	0.3 gal./sq.ft./min. (min.)

*Requirements reduced by 50 percent after 6 months of installation.

- B. Synthetic filter fabric shall contain ultraviolet ray inhibitors and stabilizers to provide a minimum of 6 months of expected usable construction life at a temperature range of 0° F to 120° F.

2.10 BURLAP

- A. Burlap shall be 10 ounce per square yard fabric.

2.11 FILTER SUPPORTS AND REINFORCING

- A. Posts for silt fences shall be either 4" diameter wood or 1.33 pounds per linear foot steel with a minimum length of 5 feet. Steel posts shall have projections for fastening wire to them.
- B. Stakes for filter barriers shall be 1" x 2" wood (preferred) or equivalent metal with a minimum length of 3 feet.
- C. Wire fence reinforcement for silt fences using standard strength filter cloth shall be a minimum of 42 inches in height, a minimum of 14 gauge and shall have a maximum mesh spacing of 6 inches.

PART 3 - EXECUTION

3.1 CONSTRUCTION REQUIREMENTS

- A. The Contractor shall limit the surface area of erodible earth material exposed by clearing and grubbing; the surface area of erodible earth material exposed by excavation; borrow; and fill operations; and provide immediate permanent or temporary control measures to prevent contamination of adjacent streams or other areas of water impoundment. Such work will involve the construction of temporary ditch checks, filters, benches, dikes, slope drains, and use of temporary mulches, mats, seeding or other control devices or methods necessary to control erosion and sedimentation.
- B. The Contractor shall incorporate all permanent erosion control features into the Work at the earliest practicable time. Except where future construction operations will damage slopes, the Contractor shall perform the permanent seeding and mulching and other specified slope protection work in stages, as soon as substantial areas of exposed slopes can be made available. This will require the establishing of final grades as shown on the Drawings and application of agricultural limestone, commercial fertilizer, seeding and mulching or sodding. When directed by the Engineer, temporary fertilizer, seeding and mulching materials shall be used. In general, the Contractor shall temporarily seed all disturbed areas within seven (7) days if they are to remain dormant for more than forty- five (45) days. Permanent soil stabilization shall be applied to disturbed areas within seven (7) days after final grade is reached on any portion of the site. Temporary control measures will be used when and as directed by the Engineer to correct conditions that develop during construction that were not foreseen during the design stage; that are needed prior to installation of permanent control features; or that are needed temporarily to control erosion that develops during normal construction practices, but are not associated with permanent control features on the project.
- C. Where erosion is likely to be a problem, clearing and grubbing operations should be so scheduled and performed that grading operations and permanent erosion control features can follow immediately thereafter if the project conditions permit; otherwise temporary erosion control measures will be required between successive construction stages.
- D. The Engineer will limit the area of excavation, borrow and embankment operations in progress commensurate with the Contractor's capability and progress in keeping the finished grading, mulching, seeding, and other such permanent control measures current in accordance with the accepted schedule. Mulching, seeding, and other such permanent control measures shall be applied after completion of a vertical eight (8) feet of embankment or cut, unless otherwise directed by the Engineer. Should seasonal limitations or embankment make such coordination unrealistic, temporary erosion control measures shall be taken immediately.

- E. The Engineer may increase or decrease the allowable amount of surface area or erodible earth material to be exposed at one time by clearing and grubbing, excavation, borrow and fill operations as determined by his analysis of project conditions. Factors such as soil erodibility, slope, cut or fill height, exposed area contributing to a watercourse and weather will be considered in this determination.
- F. In the event of conflict between these requirements and pollution control laws, rules, or regulations or other Federal, State or local agencies, the more restrictive laws, rules or regulations shall apply.
- G. Temporary seeding areas shall be fertilized at a rate of 12-15 pounds per 1000 square feet of 10-10-10 or 12-12-12 analysis or equal.
- H. When directed by the Engineer, the seed bed shall be thoroughly watered to maintain adequate moisture in the upper four (4) inches of soil, necessary to promote proper root growth.
- I. When directed by the Engineer, temporary seeded areas shall be mowed when grass exceeds four (4) inches in height.
- J. Temporary erosion control features shall be acceptably maintained and shall subsequently be removed or replaced when directed by the Engineer.
- K. Removed materials shall become the property of the Contractor and shall be disposed of off the site at the Contractor's expense.

3.2 PERFORMANCE

- A. If, in the opinion of the Engineer and Owner, proper control of soil erosion and sedimentation is not being provided by the Contractor, the Owner may take all necessary steps to provide corrective measures and the cost of such services will be deducted from any money which may be due or become due the Contractor.
- B. Control work performed for protection of construction areas outside the construction site, such as borrow and waste areas, haul roads, equipment and material storage sites, and temporary plant sites shall be considered as a subsidiary obligation of the Contractor, with all necessary control costs included in the contract price.
- C. In the event that temporary erosion and sediment control measures are required due to the Contractor's negligence, carelessness, or failure to install permanent controls as a part of the work as scheduled, and are ordered by the Engineer, such temporary work shall be performed by the Contractor at his expense.

3.3 SILT FENCE

- A. The height of a silt fence shall not exceed 36 inches (higher fences may impound volumes of water sufficient to cause failure of the structure).

- B. The filter fabric shall be purchased in a continuous roll cut to the length of the barrier to avoid the use of joints. When joints are necessary, filter cloth shall be spliced together only at a support post, with a minimum six (6) inches overlap and securely sealed.
- C. Posts shall be spaced a maximum of ten (10) feet apart at the barrier location and driven securely into the ground (minimum of 12 inches). When extra strength fabric is used without the wire support fence, post spacing shall not exceed six (6) feet.
- D. A trench shall be excavated approximately four (4) inches wide and four (4) inches deep along the line of posts and upslope from the barrier.
- E. When standard strength filter fabric is used, a wire mesh support fence shall be fastened securely to the upslope side of the posts using heavy duty wire staples at least one (1) inch long, tie wires or hog rings. The wire shall extend into the trench a minimum of two (2) inches and shall not extend more than 36 inches above the original ground surface.
- F. The standard strength filter fabric shall be stapled or wired to the fence, and eight (8) inches of the fabric shall be extended into the trench. The fabric shall not extend more than 36 inches above the original ground surface. Filter fabric shall not be stapled to existing trees.
- G. When extra strength filter fabric and closer post spacing are used, the wire mesh support fence may be eliminated. In such a case, the filter fabric is stapled or wired directly to the posts with all other provisions of Subparagraph F above applying.
- H. The trench shall be backfilled and soil compacted over the filter fabric.
- I. Silt fences shall be removed when they have served their purpose, but not before the upslope area has been permanently stabilized.
- J. Silt fences and filter barriers shall be inspected immediately after each rainfall and at least daily during prolonged rainfall. Any required repairs shall be made immediately.
- K. Should the fabric on a silt fence or filter barrier decompose or become ineffective prior to the end of the expected usable life and the barrier is still necessary, the fabric shall be replaced promptly.
- L. Sediment deposits should be removed after each storm event. They must be removed when deposits reach approximately one-half the height of the barrier.
- M. Any sediment deposits remaining in place after the silt fence or filter barrier is no longer required shall be dressed to conform with the existing grade, prepared and seeded.

3.4 TEMPORARY MULCHING

A. Application

1. Mulch materials shall be spread uniformly, by hand or machine.
 - a. When spreading straw mulch by hand, divide the areas to be mulched into approx. 1000 sq. ft. sections and place approx. 90 lbs. of straw in each section to facilitate uniform distribution.

B. Mulch Anchoring

1. Straw mulch shall be anchored immediately after spreading to prevent windblow. One of the following methods of anchoring straw shall be used:
 - a. Mulch anchoring tool
 1. This is a tractor-drawn implement (mulch crimper, serrated straight disk or dull farm disk) designed to punch mulch approximately two(2) inches into the soil surface. This method provides maximum erosion control with straw. It is limited to use on slopes no steeper than 3:1, where equipment can operate safely. Machinery shall be operated on the contour.
 - b. Liquid mulch binders
 1. Application of liquid mulch binders and tackifiers should be heaviest at edges of areas and at crests of ridges and banks, to prevent windblow. The remainder of the area should have binder applied uniformly. Binders may be applied after mulch is spread; however, it is recommended to be sprayed into the mulch as it is being blown onto the soil. Applying straw and binder together is the most effective method.
 2. The following type of binder may be used:
 - a.) Asphalt - any type of asphalt thin enough to be blown from spray equipment is satisfactory. Recommended for use are rapid curing (RC-80, RC-250, RC-800), medium curing (MC-250, MC-800) and emulsified asphalt (SS-1, MS-2, RS-1 and RS-2). Apply asphalt at 4 gal./1000 ft.², 600 gal./acre. Do not use heavier applications as it may cause the straw to "perch" over rills.
 - b.) Wood Fiber - wood fiber hydroseeder slurries may be used to tack straw mulch.
 - c. Mulch nettings
 1. Lightweight plastic, cotton or paper nets may be stapled over the mulch according to manufacturer's recommendations.

C. Chemical Mulches

1. Chemical mulches may be used alone only in the following situations:
 - a. Where no other mulching material is available.
 - b. In conjunction with temporary seeding during the times when mulch is not required for that practice.

2. Chemical mulches may be used to bind other mulches or with wood fiber in a hydroseeded slurry at any time. Manufacturer's recommendations for application of chemical mulches shall be followed.

D. Nets and Mats

1. Nets may be used alone on level areas, on slopes no steeper than 3:1, and in waterways.
2. When mulching is done in late fall or during June, July and August, or where soil is highly erodible, net should only be used in conjunction with an organic mulch such as straw.
3. When net and organic mulch are used together, the net should be installed over the mulch except when the mulch is wood fiber. Wood fiber may be sprayed on top of the installed net.
4. Excelsior blankets are considered protective mulches and may be used alone on erodible soils and during all times of the year.
5. Other products designed to control erosion shall conform to manufacturer's specification and should be applied in accordance with manufacturer's instructions provided those instructions are at least as stringent as this specification.
6. Staples will be made of plain iron wire, No. 8 gauge or heavier, and will be six (6) inches or more in length.
7. Prior to installation:
 - a. Shape and grade as required the waterway, channel, slope or other area to be protected.
 - b. Remove all rocks, clods or debris larger than two (2) inches in diameter that will prevent contact between the net and the soil surface.
 - c. When open-weave nets are used, lime, fertilizer and seed may be applied either before or after laying the net. When excelsior matting is used, they must be applied before the mat is laid.
8. Laying the Net:
 - a. Start laying the net from top of channel or top of slope and unroll down-grade.
 - b. Allow to lay loosely on soil - do not stretch.
 - c. To secure net: Upslope ends of net should be buried in a slot or trench no less than six (6) inches deep. Tamp earth firmly over net. Staple the net every twelve (12) inches across the top end.
 - d. Edges of net shall be stapled every three (3) feet. Where two strips of net are laid side by side, the adjacent edges shall be overlapped three (3) inches and stapled together.
 - e. Staples shall be placed down the center of net strips at 3-foot intervals. Do not stretch net when applying staples.
9. Joining strips
 - a. Insert new roll of net in trench, as with upslope ends of net. Overlap the end of the previous roll eighteen (18) inches, turn under six (6) inches and staple across end of roll just below anchor slot and at the end of the turned-under net every twelve (12) inches.

10. At bottom of slopes
 - a. Lead net out onto a level area before anchoring. Turn ends under six (6) inches and staple across end every twelve (12) inches.
11. Check slots
 - a. On highly erodible soils and on slopes steeper than 4:1, erosion check slots should be made every fifteen (15) feet. Insert a fold of net into a six (6) inch trench and tamp firmly. Staple at twelve (12) inch intervals across the downstream portion of the net.
12. Rolling
 - a. After installation, stapling and seeding, net should be rolled to ensure firm contact between net and soil.
13. All mulches should be inspected periodically, in particular after rainstorms, to check for rill erosion. Where erosion is observed, additional mulch should be applied. Net should be inspected after rainstorms for dislocation or failure. If washouts or breakage occur, re- install net as necessary after repairing damage to the slope. Inspections should take place up until grasses are firmly established. Where mulch is used in conjunction with ornamental plantings, inspect periodically throughout the year to determine if mulch is maintaining coverage of the soil surface; repair as needed.

3.5 TEMPORARY SEEDING

A. Site Preparation

1. Grade as needed and feasible to permit the use of conventional equipment for seedbed preparation, seeding, mulch application and anchoring.
2. Install the needed erosion control practices prior to seeding such as diversions, temporary waterways for diversion outlets and sediment basins.

B. Seedbed Preparation

1. Lime (in lieu of a soil test recommendation) shall be applied on acid soil (pH 5.5 or lower) and subsoil at a rate of 100 pounds per 1000 square feet or two tons per acre of agricultural ground limestone. For best results, make a soil test.
2. Fertilizer (in lieu of a soil test recommendation) shall be applied at a rate of 12-15 pounds per 1000 square feet or 500-600 pounds per acre of 10-10-10 or 12-12-12 analysis or equivalent.
3. Work the lime and fertilizer into the soil with a disk harrow, springtooth harrow or similar tools to as depth of two inches. On sloping areas, the final operation shall be on the contour.

C. Seeding

1. Apply the seed uniformly with a cyclone seeder, drill, cultipacker seeder or hydroseeder (slurry may include seed and fertilizer) preferably on a firm, moist seedbed. Seed wheat or rye no deeper than one (1) inch. Seed ryegrass no deeper than one-fourth ($\frac{1}{4}$) inch.

2. When feasible, except where 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 wherever possible.
- D. Mulching
1. Mulch shall be applied to protect the soil and provide a better environment for plant growth.
 2. Mulch shall consist of small grain straw (preferably wheat or rye) and shall be applied at the rate of two tons per acre or 100 pounds (two to three bales) per 1000 square feet.
 3. Spread the mulch uniformly by hand or mechanically so the soil surface is covered.
 4. Mulch Anchoring Methods
 - a. Mechanical - use a disk, crimper or similar type tool set straight to punch or anchor the mulch material into the soil.
 - b. Asphalt Emulsion - apply at the rate of 160 gallons per acre into the mulch as it is being applied.
 - c. Mulch Nettings - use according to the manufacturer's recommendations. Use in areas of water concentration to hold mulch in place.
- E. Irrigation
1. If soil moisture is deficient, supply new seedlings with adequate water for plant growth until they are firmly established. This is especially true when seedlings are made late in the planting season, in abnormally dry or hot seasons, or on adverse sites.

END OF SECTION 015713

SECTION 016600 - PRODUCT HANDLING AND PROTECTION

PART 1 - GENERAL

1.1 DELIVERY AND STORAGE OF MATERIALS

- A. The Contractor shall be responsible for delivery and storage of all materials.
- B. The Contractor shall coordinate with the Engineer on the arrangement for storing construction materials and equipment. Deliveries of all construction materials and equipment should be made at suitable times.
- C. The Contractor shall store all materials required for the performance of this contract at sites designated by the Engineer.
- D. All stockpiles shall be neat, compact, completely safe, and barricaded with warning lights if necessary.
- E. Precautions shall be taken so that no shade trees, shrubs, flowers, sidewalks, driveways or other facilities will be damaged by the storage of materials. The Contractor shall be responsible for the restoration of all stockpile sites to their original condition.
- F. Materials, tools and machinery shall not be piled or placed against shade trees, unless they shall be amply protected against injury therefrom. All materials, tools, machinery, etc. stored upon public thoroughfares must be provided with red lights at night time so as to warn the traffic of such obstruction.
- G. Materials shall be so stored as to assure the preservation of their quality and fitness for the work. Stored materials, even though approved before storage, shall again be inspected prior to their use in the work. Stored materials shall be located so as to facilitate their prompt inspection. Approved portions of the construction site may be used for storage purposes and for the placing of the Contractor's plant and equipment, but any additional space required therefore must be provided by the Contractor at his expense. Private property shall not be used for storage purposes without written permission of the property owner or lessee, and copies of such written permission shall be furnished the Engineer. All storage sites shall be restored to their original condition by the Contractor at his expense.

END OF SECTION 016600

SECTION 016617 - MAINTENANCE

PART 1 - GENERAL

1.1 DESCRIPTION

- A. This Section provides general requirements for the maintenance of equipment in the field. Storage maintenance requirements are provided by Section 016600, Product Handling and Protection. Specific maintenance requirements are provided by manufacturers per individual Sections in the Project Manual.
- B. Maintenance is performed to ensure delivery to the Owner of equipment in an undeteriorated and fully serviceable condition.
- C. This Section also includes requirements for preventive and corrective maintenance during operation of the equipment prior to the commencement of the Warranty period.

1.2 RELATED SECTIONS

- A. Section 016600, Product Handling and Protection.

1.3 DEFINITIONS

- A. Storage maintenance consists of establishing and maintaining the environment required by the stored materials and performing periodic servicing.
- B. Preventive maintenance consists of activities performed on a periodic basis to maintain operating or operational items or equipment.
- C. Corrective maintenance consists of correcting faults or failures in an item or equipment. This may include adjustments or replacement of defective parts.

1.4 SUBMITTALS

- A. The Maintenance Log shall be submitted to the Owner upon completion of the Operational Demonstration and before the start of the Warranty period.
- B. No submittals are required by this Section, except as noted above. Maintenance schedules and practices shall conform to approved submittals required by individual Sections in the Project Manual.

PART 2 – PRODUCTS

2.1 COMPONENTS, ACCESSORIES AND REPAIR PARTS

- A. All components, accessories and repair parts used in maintenance shall be supplied by or approved by the equipment manufacturer for use on the equipment.

2.2 SOURCE QUALITY CONTROL

- A. All parts and materials used in maintenance shall meet the quality control requirements provided for the item or equipment. These are specified in individual Sections of the Project Manual.

PART 3 – EXECUTION

3.1 EXAMINATION AND VERIFICATION OF CONDITION

- A. The Contractor shall prepare a Maintenance Log for all equipment.
 - 1. This log shall include a list of required maintenance services and inspections, as provided by the manufacturer and submitted under individual Sections of the Project Manual.
 - 2. The Maintenance Log shall include checklists for the periodic services and inspections required.
 - 3. The Contractor shall initial and date the requisite log entries upon completion of the individual servicing or inspection.
 - 4. The Maintenance Log shall be located in the Contractor's Field Office and shall be available for review by the Owner until it is submitted for record purposes upon completion of the Operational Demonstration and the start of the Warranty period.

3.2 PREPARATION

- A. Before removing an item from storage per Section 016600, the Contractor shall review the installed location. Protection and services at the installed location must meet the equipment storage requirements.
- B. Before moving equipment to the installed location, the Contractor shall have available materials for temporary shelter or services required to establish the proper storage environment after the equipment is installed until it is placed in service in its final operating environment.

3.3 PERFORMANCE OF MAINTENANCE

- A. The Contractor shall perform all storage and preventive maintenance and inspections required by the manufacturer at the specified intervals.
- B. When notified by the Owner, the Contractor will perform corrective maintenance. This will be performed at no cost to the Owner. Corrective maintenance will be performed per manufacturer's written instructions or by direction of the approved representative of the manufacturer.

- C. The Contractor shall restore equipment to its operating condition before start-up.
- D. The Contractor shall re-establish storage maintenance in the event an item or equipment is removed from service.
- E. When the equipment warranty becomes effective, the Owner will assume responsibility for its maintenance.

END OF SECTION 016617

SECTION 017517 - STARTING OF SYSTEMS/COMMISSIONING

PART 1 - GENERAL

1.1 DESCRIPTION OF WORK

- A. This Section includes general requirements for the commissioning of the Work and start-up and operation of systems and equipment.

1.2 SUMMARY

- A. Starting, testing, and operating the completed Work including systems and equipment until Substantial Completion is achieved and operation of the completed Work including systems or equipment are accepted by the Owner. Contractor shall cooperate and coordinate with the Owner in the operation, maintenance, and adjustment of the Work.

1.3 RELATED SECTIONS

- A. Section 013323, Shop Drawings, Product Data and Samples
- B. Section 016617, Maintenance

1.4 DEFINITIONS

- A. Commissioning: Commissioning is the series of activities, or process, necessary to ensure that systems and equipment are designed, installed, functionally tested, started up and capable of being operated and maintained to perform in conformity with the design intent for the facility improvements. Commissioning includes, but is not limited to factory testing, field testing, dry testing, wet testing, performance testing, manufacturer's checkout, start-up, and Operational Demonstration.
- B. Factory Testing: Factory Testing is performance testing, operation testing, or documentation verification conducted in the production facilities, or specialized test facilities, of the equipment supplier. Such testing shall conform to the requirements of the individual sections of the Contract Documents.

"Witnessed" Factory Testing shall mean that the testing is witnessed by the Owner or his designated representative.
- C. Field Testing: Field Testing is performance testing, operation testing, or documentation verification conducted in the field after installation, to provide comparison with the results obtained in the Factory Testing.

- D. Dry Testing: Dry Testing is performed by the Contractor without introducing either process material or other test material into the component, system, or unit process.
- E. Wet Testing: Wet Testing is testing performed by the Contractor utilizing test material in the component, system, or unit process. Tankage shall be filled with test material to operating level.
- F. Performance Testing: Performance Testing is performed by the Contractor to demonstrate system performance in accordance with the Project Manual requirements.
- G. Manufacturer's Check-Out: Field inspection, testing, adjustments, and sign off by the approved representative of the Manufacturer, indicating that the component, system, or unit process meets the manufacturer's requirements.
- H. Start-Up: Narrowly defined as placing a component, system, or unit process on-line. Start-up can be a commissioning activity or a normal operating activity.
- I. Operational Demonstration: A commissioning activity performed by the Contractor wherein the Contractor operates and maintains a fully functional component, system, or unit process for a period of time after stable operation has been achieved.

1.5 SUBMITTALS

- A. Quality Control Submittals:
 - 1. Field Installation Reports – Submit reports by Manufacturer's Representative in accordance with Paragraph 3.4 of this Section.
- B. Commissioning Documentation: Contractor shall prepare and submit all documentation for review and approval. The documentation shall include, but not be limited to, the following:
 - 1. Certification by the preparer that he/she is the person responsible for the data, and that the data is authentic and accurate.
 - 2. Certification by the Contractor or equipment or unit process systems supplier that the equipment or the unit process systems were operated continuously for the specified period and that the equipment or unit process systems operated in compliance with the specified operating conditions, parameters and performance; and that the equipment or unit process systems are suitable for Performance Testing.
 - 3. Pertinent background information shall include, but not be limited to, the following:
 - a. Equipment or unit process systems Started-Up and Commissioned

- b. Start-Up and Commissioning dates
- c. Items or performance criteria tested clearly showing requirements and field data that verify requirements were met.
- d. Names of witnesses for Start-Up and Commissioning.
- e. Any repairs, corrections, or modifications required for the equipment or unit process systems to successfully complete Start-Up and Commissioning.
- f. Loop diagrams accurately depicting the installed condition of instrumentation and controls.
- g. Any other important background information.

4. Appendix

- a. A summary of all data used in the calculation, including source, formulas with all terms defined.
- b. Calculations for all data submitted, fully defined.
- c. Copies of all raw field data sheets, including those indicating sampling point locations, and notes.
- d. Production and/or operational data.
- e. Calibration procedures and worksheets for sampling equipment.
- f. Copies of calibration records for instrumentation.
- g. PLC Ladder logic documented with comments.

PART 2 – PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.1 EXAMINATION AND VERIFICATION OF CONDITION

- A. The Contractor shall inspect systems and equipment prior to each start-up and verify their readiness for start-up. Conditions hazardous to equipment or personnel shall be corrected by the Contractor prior to start-up of equipment.
 - 1. Start-up operations shall not proceed using temporary power or temporary instrumentation and control wiring. All electrical and control connections shall be permanent and complete, and all such electrical components and equipment fully functional.
 - 2. Use of repair parts during start-up operations shall not be permitted, except in such situations where the actual on-site verification of such repair parts' operability is specified.
 - 3. The Contractor shall verify that all initial copies of the Maintenance and Operating Instructions have received an acceptable disposition as defined in Section 013323, and the only outstanding item is the field verification of the Instructions.

- B. On successful completion of Start-up, process flows and solids shall be used for commissioning the equipment and unit process systems to show the equipment and unit process systems function properly. Commissioning shall confirm the proper operation of the equipment and unit process systems with process fluids and process solids, adjustment shall be made, and the equipment or unit process systems shall be optimized and brought into compliance with design criteria in preparation for Operational Demonstration.
- C. The Contractor shall coordinate all Start-up and Commissioning activities for equipment and unit processes. The Contractor shall develop a detailed start-up and commissioning plan that includes the following as a minimum:
 - 1. Description of the overall general start-up and commissioning process.
 - 2. List of equipment and unit process systems included for start-up and commissioning activities.
 - 3. Detailed start-up and commissioning sequence of activities.
 - 4. Listing of staff and responsibilities for activities.
 - 5. Contractor shall use a form that will be provided by the Owner.

3.2 PREPARATION

- A. Prior to start-up of equipment or systems, all necessary test equipment shall be in place and operable.
- B. Approved representative(s) of the Manufacturer and Contractor shall be present for the initial start-up of systems or equipment.
- C. The Contractor shall request permission to start-up equipment, including electrical gear, and notify the Owner using a standard Start-Up Request form.
 - 1. The Start-Up Request shall be submitted to the Owner a minimum of 72 hours before the scheduled start-up. Requests shall be made during normal working hours.
 - 2. The Contractor shall provide all information in the first Section of the Start-Up Request form.
 - 3. The Owner will indicate approval or disapproval of the request.
 - 4. Approval of the request is based solely on impact on plant operations. Approval does not relieve the Contractor of any responsibility for plant and personnel safety.
 - 5. The Contractor shall obtain the approved Start-Up Request prior to the system or equipment start-up.
 - 6. If training is to be conducted in conjunction with the start-up this should be indicated on the Start-Up Request form. All requirements of Section 017902, Instruction of Owner's Personnel must be met for training sessions.

7. Start-ups performed at the direction of the Contractor, per paragraph 3.3(G) of this Section, do not require advance notification to the Engineer.
- D. Normal installation checks, such as for rotation, are not considered start-ups and do not normally require start-up notification. For all equipment and systems so designated in the Contract Documents, or so designated by the Engineer, such checks shall be under the supervision of the approved representative of the manufacturer, and shall be reviewed by the Engineer.
1. All electrical apparatus which is energized shall be clearly marked.

3.3 CONDUCT OF START-UP AND COMMISSIONING

- A. Start-up:
1. All initial start-ups of equipment or systems shall be performed under the technical direction of the approved representative of the manufacturer.
 2. Any lack of readiness of associated systems or failure of a system or equipment previously started prior to the date of Final Completion of the Project shall require additional initial start-up service to be performed, under the direction of the approved representative of the manufacturer.
 3. The Contractor shall repair, replace or modify any equipment or system which fails to perform as specified in the Contract Documents. Such repair, replacement or modification of deficient work shall be performed under the terms of the General Conditions.
 4. During the Operational Demonstration period per Section 017901, Operational Demonstration and at other times when the system is on-line and an integral part of the Wastewater Treatment Plant operations and process, start-ups shall be performed as required by the Contractor.
- B. The Contractor shall be responsible for commissioning all work. Final acceptance shall be by the Owner.
- C. The Contractor is responsible for the performance and operation of the systems and equipment during commissioning.
- D. When Owner personnel are operating systems or equipment, the Contractor shall make available, at all times, persons knowledgeable about the systems or equipment to direct the Owner personnel in its operation.
- E. The Contractor shall make all adjustments and corrections necessary to achieve normal, stable operation of systems. Adjustment and corrections shall be in accordance with Section 016617, Maintenance.

- F. Any failures of equipment or systems operated under the direction of the Contractor shall be considered deficiencies and shall be corrected in accordance with the General Conditions.
- G. During the Operational Demonstration period as defined in Section 017901, Operational Demonstration and at other times, the work will be on-line and an integral part of the Wastewater Treatment Plant operations and process. The Owner maintains control of Wastewater Treatment Plant operations and processes at all times. Therefore:
 - 1. The Contractor shall not commence, resume, terminate, or suspend the operations without the permission of the Owner and only in a sequence and manner suitable to the Owner.
 - 2. The Contractor shall immediately, on a 24-hour per day, 7-day per week basis, adjust or repair any malfunction in the work which in the opinion of the Owner jeopardizes or may jeopardize the proper operation of the Wastewater Treatment Plant.
 - 3. The Contractor shall not start-up, shut down, adjust, or otherwise alter the operation of any component, system, or unit process without the permission of the Owner except in the case of an emergency and in accordance with the General Conditions.

3.4 QUALITY CONTROL

- A. Reports of the Approved Representative of the Manufacturer:
 - 1. The approved representative of the manufacturer shall prepare a daily report on each site visit for each system or item of equipment inspected, adjusted, started-up, or worked on.
 - 2. The report shall state the purpose of the visit, the representative's observations and conclusions, and recommendations for further visits or action.
 - 3. The reports shall be submitted in accordance with Section 013323, Shop Drawings, Product Data and Samples within three (3) days of the visit.

END OF SECTION 017517

SECTION 017800 - FINAL COMPLIANCE AND SUBMITTALS

PART 1 - GENERAL

- 1.1 The following forms and related sign-offs shall be documented in accordance with provisions of the contract. These forms shall be completed by the Contractor and approved by the Owner before final retainer is approved for release. Forms for Items A to E will be attached to the Contractor's executed copy of the contract.
- A. Certificate of Substantial Completion (To be submitted at time of Substantial Completion).
 - B. Contractor's Certification of Completion.
 - C. Contractor's Affidavit of Prevailing Wage.
 - D. Consent of Surety Company for Final Payment.
 - E. Affidavit of Final Acceptance Date and Correction Period.
 - F. Before the OWNER will approve and accept the work and release the retainer, the CONTRACTOR will furnish the OWNER a written report indicating the resolution of any and all property damage claims filed with the CONTRACTOR by any party during the construction period. The information to be supplied shall include, but not be limited to, name of claimant, date filed with CONTRACTOR, name of insurance company and/or adjuster handling claim, how claim was resolved and if claim was not resolved for the full amount, a statement indicating the reason for such action.
 - G. DBE Subcontractor Participation Forms SR-EPA.7-8 (Applicable for WPCLF & WSRLA funded projects only).
 - H. CDBG Subcontractor List 017800 (Applicable for CDBG funded projects only).

END OF SECTION 017800

SECTION 017821 - CLEANING AND PROTECTION

PART 1 - GENERAL

1.1 GENERAL

- A. On or before the completion date for the work, the Contractor shall tear down and remove all temporary structures built by him, all construction plant used by him, and shall repair and replace all parts of existing embankments, fences or other structures which were removed or injured by his operations or by the employees of the Contractor. The Contractor shall thoroughly clean out all buildings, sewers, drains, pipes, manholes, inlets and miscellaneous and appurtenant structures, and shall remove all rubbish leaving the grounds in a neat and satisfactory condition.
- B. As circumstances require and when ordered by the Engineer, the Contractor shall clean the road, driveway, and/or sidewalk on which construction activity under this contract has resulted in dirt or any other foreign material being deposited with an automatic self-contained mechanical sweeper with integral water spray, vacuum and on-board or supplementary containment.
- C. Failure to comply with this requirement when ordered by the Engineer or his representative, may serve as cause for the Engineer to stop the work and to withhold any monies due the Contractor until such order has been complied with to the satisfaction of the Engineer.
- D. As the work progresses, and as may be directed, the Contractor shall remove from the site and dispose of debris and waste material resulting from his work. Particular attention shall be given to minimizing any fire and safety hazard from form materials or from other combustibles as may be used in connection with the work, which should be removed daily.
- E. The Contractor shall wash all windows and other glass surfaces, leaving all areas free from putty marks, paint, etc.
- F. During and after installation, the Contractor shall furnish and maintain satisfactory protection to all equipment against injury by weather, flooding or breakage thereby permitting all work to be left in a new condition at the completion of the contract.

END OF SECTION 017821

SECTION 017823 – MAINTENANCE MANUALS

PART 1 - GENERAL

1.1 OPERATION AND MAINTENANCE MANUALS

- A. Operation and maintenance information shall be submitted for all manufactured items, i.e. equipment, hardware, pumps, valves, motors, etc.
- B. This manual will either contain or make reference to all information that has been issued during the construction and start-up periods, as well as information necessary for the proper operation and maintenance of equipment.
- C. It shall be the responsibility of the Contractor who supplies such equipment to obtain from his vendors the required information and submit to the Engineer. This information will be accepted only if properly identified and only after it has been revised, where necessary, to conform to previous transmittals of the same material that have been "approved as noted" by the Engineer. All submittals shall be on 8-1/2" X 11" size paper or folded to that size.
- D. In general and where applicable, the information shall consist of, but not be limited to, six (6) sets of the following:
 - 1. Descriptive literature, bulletins or other data covering equipment or system.
 - 2. Complete list of equipment and appurtenances included with system, complete with manufacturer and model number.
 - 3. Utility requirements.
 - 4. General arrangement drawing.
 - 5. Sectional assembly.
 - 6. Dimension print.
 - 7. Materials of construction.
 - 8. Certified performance curve.
 - 9. Performance guarantee.
 - 10. Parts list.
 - 11. Recommended spare parts list with part and catalog number.
 - 12. Lubrication recommendations and instructions.
 - 13. Schematic wiring diagrams.
 - 14. Schematic piping diagrams.
 - 15. Instrumentation data.
 - 16. Drive dimensions and data.
 - 17. Control data.
 - 18. Operating instructions.
 - 19. Maintenance instructions including troubleshooting guidelines and preventative maintenance instructions with task schedule.
 - 20. Required tools and equipment for operation and maintenance.
 - 21. Safety considerations for O & M procedures.

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 making revisions to the original drawings immediately after final acceptance by the Owner.
- B. The Contractor shall furnish dimensioned drawings indicating locations of all underground mechanical and electrical facilities.

1.2 SERVICE CONNECTION RECORDS

- A. The Contractor shall record the location of all service and property connections, new or existing, made to utilities constructed under this contract. Such records shall be turned over to the Owner upon completion of the work. The cost of making such records shall be included in the various unit or lump sum prices stipulated for the various items of the work.
- B. The location of each sewer connection as measured along the sewer from the nearest downstream manhole and its description with respect to the sewer shall be recorded. The record shall include the depth of new stubs for future connections and the depth of existing connections as measured from the surface grade. Also, the use of any vertical riser pipe shall be noted.
- C. The location of each water connection as measured along the water line from the nearest fire hydrant.

END OF SECTION 017839

SECTION 017901 – OPERATIONAL DEMONSTRATION

PART 1 - GENERAL

1.1 GENERAL DESCRIPTION

A. Work Included:

A demonstration of the operation of all systems is required. This Operational Demonstration shall be conducted, coordinated and recorded by the Contractor in accordance with the requirements specified herein.

1.2 SUMMARY

A. Section Includes:

1. Requirements for the conduct and reporting of the Operational Demonstration. This work is additional to any other installation, shop and factory testing, field testing, dry testing, wet testing, performance testing, balancing, or adjustments required elsewhere in the Contract Documents.

1.3 RELATED SECTIONS

- A. Section 017517, Starting of Systems / Commissioning

1.4 DEFINITIONS

- A. Operational Demonstration is defined in Section 017517, Starting of Systems/Commissioning.
- B. Operational Demonstration Log: A chronological record of the status of the system and equipment during the Operational Demonstration. All changes in status or system parameters, adjustments, and results of tests shall be included. Entries shall be made, noting the date and time, at the occurrence of each event. Operational Demonstration Logs shall be on a form acceptable to the Owner.

1.5 SUBMITTALS

A. Quality Control Submittals:

1. Test Reports:
 - a. Operational Demonstration log per subparagraph 3.4.A of this Section.
 - b. Report of Operational Demonstration per subparagraph 3.4.B.2 of this Section.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION

3.1 EXAMINATION AND VERIFICATION OF CONDITION

- A. Before beginning the Operational Demonstration, the Contractor shall verify that:
1. All required construction activities are completed, including any activities by any entity that would interrupt the normal operations of the system. Coordinate with the Owner to resolve such conflicts.
 2. Adequate parts and supplies for routine maintenance and replacement are on hand to support system operation through the demonstration period.
 3. Start-up of equipment and systems per Section 017517, Starting of Systems/Commissioning has been completed.
 4. All Repair Parts and Maintenance Materials have been delivered to the Owner.
 5. Certain Instruction of Operating Personnel (training) has been scheduled to take place during the Operational Demonstration where specified. All other training will occur within 45 days prior to initiation of Operational Demonstration. The training of Operations Personnel shall be scheduled to take place during the first half of the demonstration period, and the remaining training of Electrical, Instrumentation and Maintenance Personnel shall be scheduled to be complete before the end of the Operational Demonstration.
 6. The field verification of the Initial Maintenance and Operating Inspections has been completed in accordance with the Specifications.

3.2 PREPARATION

- A. The Contractor shall provide two (2) representatives, a prime and an alternate, who will be responsible for the Operational Demonstration. These representatives will:
1. Demonstrate the operation of systems and equipment to the Owner's operating personnel.
 2. Direct maintenance and repair work, by either the Contractor or the approved representative of the manufacturer of the system components and equipment.
 3. Maintain a log of the Operational Demonstration, as described herein.
 4. Be available at all times during the Operational Demonstration to perform these duties.
- B. Submit start-up notification to the Owner per Section 017517, Starting of Systems/Commissioning.

3.3 OPERATIONAL DEMONSTRATION

- A. The Contractor shall perform an Operational Demonstration of the work. Unless otherwise specified, the Operational Demonstration shall be a continuous 30-day, (720 hours) period during which the work is operated and maintained in a continuously on-line, fully functional process status.
- B. The Operational Demonstration shall encompass the entire work, or the portion thereof designated for Substantial Completion.
- C. Filling, draining, heating or cooling to temperature, stabilizing, adjusting, or other start-up activity time shall not be counted as Operational Demonstration time.
- D. During the Operational Demonstration period, the Contractor shall provide 24-hour per day, 7 days per week on-site supervision, in addition to the requirements of supervision as stated in the General Conditions. The Contractor shall provide labor and sufficient material to fully operate and maintain the work 24 hours per day, 7 days per week.
- E. When systems are on-line, conform to the requirements of Section 017517, Starting of Systems/Commissioning, Paragraph 3.3(G) for alterations in the Wastewater Treatment Plant processes.
- F. During the first half of the Operational Demonstration of the system and equipment, Owner personnel will observe the Contractor's personnel operating systems and equipment. The Contractor shall cooperate with this familiarization process.
- G. After the first 15 days of Operational Demonstration of system and equipment, operation of equipment will be assumed by the Owner personnel, under the direction of the Contractor, as described in Section 110801, Starting of Systems/Commissioning.

The Owner remains in control of the plant processes per Section 017517, Starting of Systems/Commissioning. The Contractor shall provide technical direction in the operation of equipment and systems.

- H. Start-up and operation of the system and all associated equipment shall be in accordance with the Initial Maintenance and Operating Instructions which have received an acceptable disposition from the Owner. If deviations from these instructions are necessary, these shall be noted in the Operational Demonstration Log, and subsequently submitted as revisions to the Maintenance and Operating Instructions. During the period of time between the completion of the Operational Demonstration and the Date of substantial Completion, the system and equipment will be operated and maintained under the requirements of the second half of the Operational Demonstration. The Owner will not assume full responsibility for maintenance of the system and equipment until all conditions for Substantial Completion have been satisfied and both the Contractor and Owner and accepted the Certificate of Substantial Completion.

- I. All required maintenance and servicing prior to the Date of Substantial Completion shall be performed by the Contractor at the specified interval and as necessary. All maintenance and servicing shall be noted in the Operational Demonstration Log.
- J. All outages of equipment, system(s), or the plant should be noted in the Operational Demonstration Log. Plant outages are considered a part of normal plant operation and will not invalidate the Operational Demonstration. The Contractor is responsible for the safe and orderly shutdown and restart of equipment as necessary in the event of an outage. Outage time is not to be included in the Operational Demonstration period.
- K. The Contractor shall attend operational coordination meetings as called by the Owner to review operating conditions of equipment and systems.
- L. If, during the Operational Demonstration, any part of the work fails to fully conform to the requirements of the Contract Documents, the Operational Demonstration shall be considered to have failed, and the work shall not be considered to be Substantially Complete as defined in the General Conditions and the Owner shall so notify the Contractor in writing. If, during the Operation Demonstration, the provisions of the General Conditions are evoked to stop the work, the Operational Demonstration will also be considered to have failed.
- M. Upon failure of the Operational Demonstration, the Contractor shall promptly remedy any defects in the work and shall promptly reschedule and re-start the complete 30 day, (720 hours) Operational Demonstration time period. No Operational Demonstration time will be considered to have accrued to any part of the work by reason of a failed Operational Demonstration.
- N. During the Operational Demonstration, the Owner may require or permit the Operational Demonstration to be suspended:
 - 1. As provided in the General Conditions.
 - 2. Upon the written request of the Contractor to correct or adjust the work when in the judgment of the Owner such required correction or adjustment is insufficient to deem the Operational Demonstration to have failed.
 - 3. If the Operational Demonstration is suspended for any reason except failure, Operational Demonstration time shall accrue to the work from the time of the beginning of the Operational Demonstration to the time of the suspension.

3.4 REPORTING

- A. Daily: Copy of the Operational demonstration Logs shall be submitted to the Owner by 9:00 a.m. the following day.
- B. Within two (2) weeks of the termination or completion of the Operational Demonstration, the Contractor shall submit for approval:
 - 1. Any changes to the Maintenance and Operating Instructions.

2. A report of the Operational Demonstration, describing the equipment utilized and any repairs, modifications, adjustments, or other work performed during the demonstration period.
- C. In the event the conduct of the Operational Demonstration or the submittals are unacceptable to the Owner, the Contractor shall perform the additional work or demonstrations required per the General Conditions.

END OF SECTION 017901

SECTION 017902 - INSTRUCTION OF OWNER'S PERSONNEL

PART 1 - GENERAL

1.1 DESCRIPTION

- A. General requirements for the conduct of training of permanent plant operating personnel on the care, maintenance and proper operation of the equipment. Specific requirements for training materials and for training are included in the individual Sections of the Contract Documents.

1.2 SUMMARY

- A. Work Included:

Except as otherwise specifically provided in individual Sections of the Project Manual, work under this Section includes the preparation of the detailed lesson plans and the conduct of detailed training for permanent plant operating personnel. Training shall be conducted on all components of equipment, as specified in individual Sections of the Project Manual.

- B. Training sessions and hours for all equipment specified as requiring training shall be per the manufacturer's recommendations. However, in no case shall the number of sessions be less than two (2) to accommodate multiple shifts. Sessions shall cover maintenance, operations and electrical.

1.3 RELATED SECTIONS

- A. Section 013323, Shop Drawings, Product Data and Samples
- B. Section 017901, Operational Demonstration

1.4 DEFINITIONS

- A. Lesson Plan:

A Lesson Plan is a submittal containing a statement of the instructional objectives of the training, a training outline, credentials of the instructor, audio/visual requirements, a listing of training materials to be used, and the desired schedule times and dates.

- B. Training Aid:

A mock-up, model, sample, or other device used during a training class to help demonstrate the maintenance, operation, or control of equipment.

1.5 SUBMITTALS

- A. Submittal of Instructor's credentials, Lesson Plans, instructional materials, training aids, and other training information shall be coordinated with the Training Schedule.
- B. Enough copies of instructional materials used for training for everyone present shall be provided at the time of the first training session.
- C. Provide two copies of all audio/visual aids utilized during training including films, slides, mock-ups, videotapes, DVDs or other training aids. All multimedia video shall be submitted in either Audio Video Interleave (AVI) format or Moving Pictures Expert Group (MPEG) format.
- D. Submit the following:
 - 1. Proposed training Schedule for the entire Contract showing tentative dates for each training session: include number, type and duration of each session. This schedule shall be submitted 120 days prior to the commencement of any individual training being performed.
 - 2. The detailed credentials of the representative of the equipment manufacturer who is to be the course Instructor for each category and type of training. Include Instructor's name, education, knowledge of equipment, experience as a trainer and employment history with the manufacturer. Include specific details of Instructor's experience pertaining to the operation and maintenance of, the training for, the equipment or system specified. These credentials shall be submitted 60 days prior to the commencement of any training.
 - 3. The Lesson Plan shall be submitted sixty (60) days prior to the commencement of any training and shall cover all components of equipment, regardless of source of supply or manufacturer, and shall include:
 - a. A title page containing: Title of the Lesson Plan, product name and model of equipment; name of manufacturer, manufacturer address and phone number; name and phone number of manufacturer's contact; job location (Name of Facility); contract no.; specification number; Contractor name, address and phone number; subcontractor name, address, phone (if applicable); submittal number assigned by Contractor; and submittal date.
 - b. A table of contents listing the headings: instructional objectives; training outline; credentials of Instructor(s); audio/visual requirements; training materials to be used.
 - c. A detailed instructional objective statement on the goal(s) intended to have been achieved by the end of the training session.

- d. The credentials of Instructors are to include name; education; knowledge of equipment; experience of trainer; and employment history with manufacturer.
- e. The audio/visual requirements listing specific equipment that is to be provided by the Contractor for training purposes.
- f. A list of all training materials to be used. An initial Operations and Maintenance (O&M) Instruction Manual, which has received an acceptable disposition, for the equipment shall be required to be utilized by the Instructor in the training and therefore shall be included on this list.
- g. A request of schedule dates and times for each training session.
- h. A training outline indicating the category of training (maintenance and operation, electrical and instrumentation or system); description of the session; length, and type (classroom or field). The training shall include as a minimum:
 - 1) Electrical and Instrumentation Training: System Equipment) Overview:
 - a) Describe system (equipment) fundamental operating principals and dynamics.
 - b) Identify system's (equipment's) mechanical, electrical and electronic components and features. Review system (equipment) wiring diagrams and process and instrumentation diagrams.
 - c) Identify support systems (equipment) associated with the operation (e.g., air intake filters, valve actuators, motors).
 - d) Identify and describe safety precautions and potential hazards related to maintenance.
 - e) Identify and describe in detail safety and control interlocks.
 - f) Identify and describe alarm conditions and response to alarms.
 - g) Cover the supply of power to process equipment and related appurtenances, lighting, etc.
 - h) Cover low voltage controls, monitoring devices, etc.
 - 2) Electrical and Instrumentation Training Equipment Preventive Maintenance (PM):
 - a) Describe PM inspection procedures required to perform an inspection of the equipment in operation, spot potential trouble symptoms and anticipate breakdowns and forecast maintenance requirements (predictive maintenance).
 - b) Define the recommended PM intervals for each component.
 - c) Provide lubricant and replacement part recommendations and limitations.
 - d) Describe appropriate cleaning practices and recommend intervals.
 - e) Identify and describe the use of special tools required for maintenance of the equipment.

- f) Describe component removal and installation, and disassembly and assembly procedures.
 - g) Perform at least 2 "field" demonstrations of preventive maintenance procedures.
 - h) Describe recommended measuring instruments and procedures, and provide instruction on interpreting alignment measurements, as appropriate.
 - i) Define recommended torque settings, mounting, calibration and alignment procedures and settings, as appropriate.
 - j) Describe recommended procedures to check or test equipment following a corrective repair.
- 3) Electrical and Instrumentation Training Equipment Troubleshooting:
- a) Define recommended systematic troubleshooting procedures.
 - b) Provide component specific troubleshooting checklists.
 - c) Describe applicable equipment testing and diagnostic procedures to facilitate troubleshooting.
- 4) Maintenance and Operation Training: System (Equipment) Overview:
- a) Describe system (equipment) operating (process) function and performance objectives.
 - b) Describe system (equipment) fundamental operating principals and dynamics.
 - c) Identify system's (equipment's) mechanical, electrical and electronic components and features.
 - d) Identify support systems (equipment) associated with the operation (e.g., air intake filters, valve actuators, motors).
 - e) Identify and describe safety precautions and potential hazards related to operation.
 - f) For systems (equipment) comprised of several components: Identify and describe in detail each component's function. Where applicable, group related components into subsystems. Describe subsystem functions and their interaction with other subsystems.
 - g) Identify and describe in detail safety and control interlocks.
- 5) Operation and Maintenance Training, Operation of Equipment:
- a) Describe operating principles and practices.
 - b) Describe routine operating, start-up and shutdown procedures.
 - c) Describe abnormal or emergency start- up, operating, and shutdown procedures that may apply.
 - d) Describe alarm conditions and responses to alarms.
 - e) Describe routine monitoring and record keeping procedures.
 - f) Describe recommended housekeeping procedures.
- 6) Operation and Maintenance Training, Troubleshooting:
- a) Describe how to determine if either corrective maintenance or an operating parameter adjustment is required.

4. Once the Lesson Plan submittal has received an acceptable disposition but at least 3 weeks prior to the actual commencement of the training, Contractor shall submit the detailed training material as a Power Point presentation in an electronic format (either DVD, CDR, or flash drive/micro storage) with appropriate labeling. In addition to the electronic format the Power Point material shall be provided in hardcopy for Owner review and approval. The number of copies shall be as defined in Section 013323, Shop Drawings, Product Data and Samples. The text and lettering on the presentation slides shall not be smaller than 12 font size and shall be black in color. Slides shall have an appropriate light colored background, resulting in a high contrast between the text and background.
5. Sample Evaluation Form: Submit with Lesson Plan a sample Evaluation Form. Form shall include area for comments and evaluation of Instructor, classroom training and field instruction. Form shall identify Contract name and number, Specification Section, Job location, date and time of training, title of training session, name of manufacturer, model number of equipment, Instructor name, and Contractor and Subcontractor's name.

PART 2 – PRODUCTS

2.1 QUALIFICATIONS OF INSTRUCTOR

- A. The course Instructor shall be knowledgeable and experienced in the details of operation and maintenance of the equipment.
- B. The Instructor must be knowledgeable of the equipment's application specific to this work.
- C. The Owner will reject Instructors who are deemed not in compliance with the above stated minimum qualifications. The Contractor will submit for approval alternate Instructors for consideration. No additional cost will be allowed for replacement of Instructors who are unacceptable to the Owner.

PART 3 – EXECUTION

3.1 EXAMINATION AND VERIFICATION OF CONDITION

- A. The training site for the classroom instruction will be provided by the Owner. The Owner will provide this location.
- B. The Contractor shall coordinate and verify to ensure that, prior to the scheduled training time(s):

1. The equipment is ready for Operational Demonstration in accordance with Section 017901, Operational Demonstration.
2. That all associated construction required to operate the equipment in all normal and anticipated operating modes is complete.
3. That the equipment area is well lit and unobstructed, so that all training class attendees may access, hear, and view the training.
4. That the equipment area is free of construction activities that could present a hazard to training class participants.
5. That adequate training materials, as required by paragraph 1.5 of this Section, are on hand for use during the training session.
6. Any representatives of interfacing Contractors or equipment suppliers needed to perform supporting operations allowing demonstration of equipment operation have been notified and will be available.

3.2 PREPARATION

- A. Training classes shall be approved by the state-regulating agency for continuing education. This is in the event of the facility choosing to apply for CH/CEU credits for their training program.
- B. Videotaping of all training will be conducted by the Contractor. Before the start of training the Contractor, and the Contractor will review the training site(s) to establish acceptable sight lines, lighting and locations for the participants.
- C. Training classes shall be scheduled through the Owner. Training shall begin within 45 days to the beginning of the Operational Demonstration period. Certain training sessions will occur only during the Operational Demonstration period as specifically noted in the Contract Documents.
- D. Training classes shall be conducted and separated for the following personnel:
 1. Maintenance and Operation
 2. Electrical and Instrumentation
 3. Systems Training
- E. Audio-visual equipment available at the Owner's training sites include:
 1. Blackboards and/ or Whiteboards
- F. Verify training materials are compatible with all equipment. The Contractor is responsible for providing other audio/visual equipment and training aids as needed.

- G. Classroom and field instruction where specified shall be provided for each group. Field instruction will include attention to applied familiarization with the actual equipment. Training hours as required in the Contract Documents do not include travel, set-up or cleanup time by the Instructor.
- H. Training may be either "field" or "classroom" as specified. If not specifically noted, provide field training. For field training, the Instructor will demonstrate all operations of the equipment and may be expected to show assembly and disassembly procedures, maintenance procedures, replacement procedures, and the like. Field training will generally occur at the installed location of the equipment or material unless mock-ups are approved in the Lesson Plan and provided by the Contractor. Such mock-ups will become property of the Owner after the training sessions unless previously requested in the Lesson Plan.
- I. Systems Training:

The Lesson will provide a detailed description of the system design, intended operation, and interactions of systems components. The Contractor's portion of Systems Training will provide additional detail descriptions of system's components and their interface with each other and other systems. Contractor's personnel for system training will be the same personnel who provided Operation and Maintenance training and Electrical and Instrumentation training.
- J. Training shall be conducted to accommodate the Owner's shift schedules. Contractor shall coordinate with Owner prior to scheduling the training sessions. Contractor shall anticipate multiple shifts.

3.3 CONDUCT OF TRAINING

- A. All topics of the approved Lesson Plan shall be discussed, in the classroom or the field, in complete and sufficient detail to allow plant operating personnel to knowledgeably operate and maintain the equipment in accordance with manufacturer's recommended procedures and safety considerations during all anticipated operational and maintenance situations.
- B. Safety concerns and features intended to enhance safety should be specifically addressed.
- C. Tasks required to maintain the warranty should be specifically addressed.
- D. Frequent reference shall be made to the Operation and Maintenance instructions.
- E. Address all questions and comments proposed by the training session participants as they are raised to the maximum extent practicable. If questions or comments cannot be addressed during the training session, additional materials and/or training may be required as determined by the Contractor.

- F. If any training session exceeds three (3) hours in duration, provide a 1/2- hour break.
- G. Ensure that all parts of the training session are legible or audible on the final tape. The Instructor must repeat all questions to insure that they are audible. Final acceptance of the training is contingent on the acceptability of the videotape.
- H. The Contractor will be backcharged for cancelled training classes if the Owner is not notified at least 72 hours prior to scheduled training.
- I. Training Sessions shall be attended not only by the Owner's Operating Personnel but also by members of the Contractor or any other entities designated by the Owner.

3.4 EVALUATION

- A. Immediately following training, the Instructor shall pass out an evaluation form to the Owner's personnel. This form shall provide a means for the Owner's personnel to comment on the Instructor and the quality, completeness, and value of the session.
- B. Evaluation Forms shall be collected, along with the Attendance Sheet at the end of each training session and the original documents shall be submitted to the Owner for use in determining if additional training is required by the Contractor. If additional training is required due to the material as outlined in the Lesson Plan not being covered correctly or in its entirety or the inability of the Instructor to answer questions pertaining to the operation and maintenance of the equipment, or if the training aids or equipment fail to operate as intended, the Contractor shall provide such additional training at no additional cost to the Owner.

END OF SECTION 017902

SECTION 018000 - SYSTEM PERFORMANCES

PART 1 - GENERAL

1.1 GENERAL

- A. It is the intent of this Contract that the final installation shall be complete in all respects.
- B. The Contractor shall be responsible for all minor details, whether or not shown on the Drawings or specifically included in these Specifications.

1.2 BUILDINGS

- A. The building and components shall function properly and in accordance with the plans, specifications and industry standards.
- B. The following components are included, but not necessarily limited to, the following:
 - 1. Roofing
 - 2. Doors
 - 3. Windows
 - 4. Painting Systems
 - 5. Floor Coverings
 - 6. Equipment
 - a. Architectural
 - b. Mechanical
 - c. Electrical

1.3 FACILITIES

- A. The facilities and equipment shall function properly and in accordance with plans, specifications and industry standards.
- B. The following equipment includes, but is not necessarily limited to, the following:
 - 1. Valves
 - 2. Pumping Equipment
 - 3. Rotating Equipment
 - 4. Aeration Equipment
 - 5. Flotation Equipment
 - 6. Blowers
 - 7. Telemetry
 - 8. HVAC
 - 9. Electrical

1.4 CERTIFICATION

- A. The Contractor shall provide written certification from the manufacturers and/or installers that the various major components are in working order or have been installed in accordance with the manufacturer's instructions.

END OF SECTION 018000

SECTION 030000 - CONCRETE WORK

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division-1 Specification sections, apply to work of this section.
 - 1. Section 013319 – Field Testing Requirements

1.2 SUMMARY

- A. This Section specifies cast-in place concrete, including form work, reinforcing, mix design, placement procedures and finishes.
 - 1. Extent of concrete work is shown on drawings.
 - 2. Concrete paving and walks are specified in Division 2.
 - 3. Precast concrete is specified in other Division-3 sections.
 - 4. Mechanical finishes and concrete floor toppings are specified in other Division-3 sections.

1.3 SUBMITTALS

- A. Product Data: Submit data for proprietary materials and items, including reinforcement and forming accessories, admixtures, patching compounds, waterstops, joint systems, curing compounds, dry-shake finish materials, and others as requested by Engineer.
- B. Shop Drawings; Reinforcement: Submit original shop drawings prepared for fabrication, bending, and placement of concrete reinforcement. Comply with ACI Detailing Manual showing bar schedules, stirrup spacing, diagrams of bent bars, arrangement of concrete reinforcement. Include special reinforcement required for openings through concrete structures.
- C. Shop Drawings; Form work: Submit shop drawings prepared by a registered Professional Engineer for fabrication and erection of forms for specific finished concrete surfaces. Show form construction including jointing, special form joint or reveals, location and pattern of form tie placement, and other items which affect exposed concrete visually.
 - 1. Engineer's review is for general architectural applications and features only. Design of form work for structural stability and efficiency is Contractor's responsibility.
- D. Samples: Submit samples of materials as requested by Engineer, including names, sources, and descriptions.
- E. Laboratory Test Reports: Submit laboratory test reports for concrete materials and mix design tests.

1. The proposed mix design submittal(s) shall follow the procedures of Chapter 5, Sections 5.2 to 5.3 of ACI-318.
 2. Reference should be made to ACI-211.5R "Guide for Submittal of Concrete Proportions" for the required submittal information. Sample forms for presenting the necessary information can be found in the addendum at the end of this section. Example Form B should follow a completed Example A in the submittal when laboratory trial batches are used to document a water-cementitious materials ratio curve.
 3. Additional data summarizing the past performance records should be an integral part of the submittal if the submittal is based on past performance with the proposed materials and proportions.
- F. **Materials Certificates:** Provide materials certificates in lieu of materials laboratory test reports when permitted by Engineer. Materials certificates shall be signed by manufacturer and Contractor, certifying that each material item complies with, or exceeds, specified requirements. Provide certification from admixture manufacturers that chloride content complies with specification requirements.

1.4 QUALITY ASSURANCE

- A. **Codes and Standards:** Comply with provisions of following codes, specifications, and standards, latest revisions, except where more stringent requirements are shown or specified:
1. ACI 301 "Specifications for Structural Concrete for Buildings."
 2. ACI 318 "Building Code Requirements for Reinforced Concrete."
 3. Concrete Reinforcing Steel Institute (CRSI), "Manual of Standard Practice."
 4. ACI 347 "Guide to Form work for Concrete."
 5. ACI 117, "Specifications for Tolerances for Concrete Construction and Materials."
- B. **Materials and installed work** may require testing and retesting at anytime during progress of work. Tests, including retesting of rejected materials for installed work, shall be done at Contractor's expense.
- C. **Engage a testing agency** acceptable to Engineer to perform initial material evaluation and certification tests for mix designs and to design concrete mixes.
- D. **Mockup:** Cast mockup of size indicated or as required to demonstrate typical joints, form tie spacing, and proposed surface finish, texture, and color. Maintain sample panel exposed to view for duration of project, after Engineer's acceptance of visual qualities.
1. Demolish mockup and remove from site when directed by Engineer.
- E. **Pre-installation Conference:** Conduct conference at project site to comply with requirements of Division 1 Section "Project Meetings" and the following:

1. At least 35 days prior to submitting design mixes, conduct a meeting to review detailed requirements for preparing concrete design mixes and to determine procedures for satisfactory concrete operations. Review requirements for submittals, status of coordinating work, and availability of materials. Establish preliminary work progress schedule and procedures for materials, inspection, testing and certifications. Require representatives of each entity directly concerned with cast-in-place concrete to attend conference, including, but not limited to, the following:
 - a. Contractor's Superintendent
 - b. Agency responsible for concrete design mixes.
 - c. Agency responsible for field quality control.
 - d. Ready-mix concrete producer.
 - e. Concrete Subcontractor
 - f. Primary admixture manufactures.

1.5 PROJECT CONDITIONS

- A. Protection of Footings Against Freezing: Cover completed work at footing level with sufficient temporary or permanent cover as required to protect footings and adjacent subgrade against possibility of freezing; maintain cover for time period as necessary.
- B. Protect adjacent finish materials against spatter during concrete placement.

PART 2 - PRODUCTS

2.1 FORM MATERIALS

- A. Forms for Exposed Finish Concrete: Plywood, metal, metal-framed plywood faced, or other acceptable panel-type materials, to provide continuous, straight, smooth, exposed surfaces. Furnish in largest practicable sizes to minimize number of joints and to conform to joint system shown on drawings.
 1. Use plywood complying with U.S. Product Standard PS-1 "B-B (Concrete Form) Plywood," Class I, Exterior Grade or better, mill-oiled and edge-sealed, with each piece bearing legible inspection trademark.
- B. Forms for Unexposed Finish Concrete: Plywood, lumber, metal, or other acceptable material. Provide lumber dressed on at least two (2) edges and one side for tight fit.
- C. Forms for Textured Finish Concrete: Units of face design, size, arrangement, and configuration to match Engineer's control sample. Provide solid backing and form supports to ensure stability of textured form liners.
- D. Forms for Cylindrical Columns and Supports: Metal, fiberglass reinforced plastic, or paper or fiber tubes. Construct paper or fiber tubes of laminated plies using water-resistant adhesive with wax-impregnated exterior for weather and moisture protection. Provide units with sufficient wall thickness to resist loads imposed by wet concrete without deformation.

- E. Form Coatings: Provide commercial formulation form-coating compounds that will not bond with, stain, nor adversely affect concrete surfaces, and will not impair subsequent treatments of concrete surfaces.
- F. Form Ties: Factory-fabricated, adjustable-length, snapoff metal or glass fiber-reinforced plastic form ties, designed to prevent form deflection and to prevent spalling concrete upon removal. Provide units which will leave no metal closer than 1-1/2" to the exposed surface.
 - 1. Provide ties which, when removed, will leave holes not larger than 1" diameter in concrete surface.
 - 2. All form ties shall have a factor of safety of two (2) to determine the recommended safe working load.

2.2 REINFORCING MATERIALS

- A. Reinforcing Bars: ASTM A 615, Grade 60, deformed.
- B. Galvanized Reinforcing Bars: ASTM A 767, Class II (2.0 oz. zinc psf) hot-dip galvanized, after fabrication and bending.
- C. Epoxy-Coated Reinforcing Bars: ASTM A 775.
 - 1. Repair of damaged epoxy-coating - When required, damaged epoxy-coating shall be repaired with patching material conforming to ASTM A 775. Repair shall be done in accordance with the patching material manufacturer's recommendations.
- D. Steel Wire: ASTM A 82, plain, cold-drawn steel.
- E. Welded Wire Fabric: ASTM A 185, welded steel wire fabric. (Flat sheets only)
- F. Welded Deformed Steel Wire Fabric: ASTM A 497.
- G. Epoxy - Coated Welded Wire Fabric: ASTM A884, Class A.
- H. Supports for Reinforcement: Bolsters, chairs, spacers, and other devices for spacing, supporting, and fastening reinforcing bars and welded wire fabric in place. Use wire bar type supports complying with CRSI specifications.
 - 1. For slabs-on-grade, use supports with sand plates or horizontal runners where base material will not support chair legs.
 - 2. For exposed-to-view concrete surfaces, where legs of supports are in contact with forms, provide supports with legs which are plastic protected (CRSI, Class 1) or stainless steel protected (CRSI, Class 2).

2.1 CONCRETE MATERIALS

- A. Portland Cement: ASTM C 150, Type I, II or I/II and ASTM C595M, Type IP, unless otherwise specified. (See Table I, Concrete Requirements).

1. Use one brand of cement throughout project, unless otherwise acceptable to Engineer.
- B. Fly Ash: ASTM C 618, Class F.
1. Limit use of fly ash to not exceed 25% of cement content by weight.
- C. Ground Granulated Blast-Furnace Slag: ASTM C989, Grade 100 or 120.
1. Limit use of granulated blast-furnace slag to not exceed 30% of cement content by weight.
- D. Normal Weight Aggregates: ASTM C 33, and as herein specified. Provide aggregates from a single source for exposed concrete, with nominal maximum aggregate size of 1 inch.
1. For exterior exposed surfaces, do not use fine or coarse aggregates containing spalling-causing deleterious substances.
 2. Local aggregates not complying with ASTM C 33 but which have shown by special test or actual service to produce concrete of adequate strength and durability may be used when acceptable to Engineer.
 3. Combined Aggregate Gradation: Well graded from coarsest to finest with not more than 18 percent and not less than 8 percent retained on an individual sieve, except that less than 8 percent may be retained on coarsest sieve and on No. 50 (0.3-mm) sieve, and less than 8 percent may be retained on sieves finer than No. 50 (0.3 mm).
- E. Lightweight Aggregates: ASTM C 330.
- Maximum nominal aggregate size of 1 inch.
- F. Water: Drinkable and complying with ASTM C94.
- G. Air-Entraining Admixture: ASTM C 260, certified by manufacturer to be compatible with other required admixtures.
1. Products: Subject to compliance with requirements, provide one of the following:
 - a. "Air-Mix"; Euclid Chemical Co.
 - b. "Sika Aer"; Sika Corp.
 - c. "MB-VR or MB-AE"; Master Builders.
- H. Water-Reducing Admixture: ASTM C 494, Type A, and containing not more than 0.1 percent chloride ions.
1. Products: Subject to compliance with requirements, provide one of the following:
 - a. "WRDA"; W.R. Grace.
 - b. "Eucon WR-75"; Euclid Chemical Co.
 - c. "Pozzolith Normal"; Master Builders.

- I. High-Range Water-Reducing Admixture (Super Plasticizer): ASTM C 494, Type F and containing not more than 0.1 percent chloride ions.
1. Products: Subject to compliance with requirements, provide one of the following:
 - a. "Sikament 300"; Sika Chemical Corp.
 - b. "Eucon 37"; Euclid Chemical Co.
 - c. "Rheobuild or Polyheed"; Master Builders.
- J. Water-Reducing, Non-Chloride Accelerator Admixture: ASTM C 494, Type E, and containing not more than 0.1 percent chloride ions.
1. Products: Subject to compliance with requirements, provide one of the following:
 - a. "Accelguard 80"; Euclid Chemical Co.
 - b. "Pozzutec 20"; Master Builders.
 - c. "Daraset"; W.R. Grace & Co.
- K. Water-Reducing, Retarding Admixture: ASTM C 494, Type D, and containing not more than 0.1 percent chloride ions.
1. Products: Subject to compliance with requirements, provide one of the following:
 - a. "Pozzolith"; Master Builders.
 - b. "Eucon Retarder 75"; Euclid Chemical Co.
 - c. "Plastiment"; Sika Chemical Co.
- L. Corrosion-Inhibiting Admixture: Commercially formulated, anodic inhibitor or mixed cathodic and anodic inhibitor; capable of forming a protective barrier and minimizing chloride reactions with steel reinforcement in concrete.
1. Available Products: Subject to compliance with requirements, products that may be incorporated into the Work include, but are not limited to, the following:
 2. Products: Subject to compliance with requirements, provide one of the following:
 - a. Catexol 1000CL; Axim Concrete Technologies.
 - b. MCI 2000 or MCI 2005; Cortec Corporation.
 - c. DCI or DCI-S; W.R. Grace & Co., Construction Products Div.
 - d. Rheocrete 222+; Master Builders, Inc.
 - e. FerroGard-901; Sika Corporation.
- M. Prohibited Admixtures: Calcium chloride thiocyanates or admixtures containing more than 0.1 percent chloride ions are not permitted.
- N. Fiber Reinforcement:
1. Synthetic fiber reinforcing shall be added to the concrete for the areas so indicated in the drawings. Only fibers designed and manufactured specifically for use in concrete shall be acceptable as secondary reinforcement, complying with ASTM C1116, not less than 3/4 inch long.

2. The fibers may be added at the batch plant. The incorporation of said fibers shall be documented on the delivery ticket from the ready mix producer. Fibers shall be added to the concrete in strict accordance with manufacturer's printed instructions. The minimum dosage rate shall be 1.5 lbs/cubic yard.
3. Nylon fibers containing 100% virgin nylon monofilaments shall be utilized to impart a "non-hairy" surface to the finished concrete.
4. Products: Subject to compliance with requirements, provide the following fibrous reinforcement or approved equal:
 - a. Nycon Fiber; Nycon, Inc.
 - b. Nylo-Mono; Forta Corp.
 - c. Fibrasol N; Axim Concrete Technologies

2.2 RELATED MATERIALS

- A. Reglets: Where resilient or elastomeric sheet flashing or bituminous membranes are terminated in reglets, provide reglets of not less than 26 gage galvanized sheet steel. Fill reglet or cover face opening to prevent intrusion of concrete or debris.
- B. Waterstops: Provide waterstops at construction joints and other joints as indicated and specified in Section 030000.02.
- C. Granular Base: Evenly graded mixture of fine and coarse aggregates to provide, when compacted, a smooth and even surface below slabs on grade.
- D. Vapor Retarder: Provide vapor retarder cover, ASTM E1745 Class C, over prepared base material where indicated below slabs on grade. Use only materials which are resistant to deterioration when tested in accordance with ASTM E 154, as follows:
 1. Polyethylene sheet not less than 10 mils thick.
 2. Water resistant barrier paper consisting of heavy Kraft papers laminated together with glass fiber reinforcement and over-coated with black polyethylene on each side.
 - a. Product: Subject to compliance with requirements, provide Moistop Ultra 10 by Fortifiber Corporation, Stego Wrap 10-mil by Stego Industries or equal.
- E. Non-Shrink Grout: CRD-C 621 and ASTM C-1107, factory pre-mixed grout.
 1. Products: Subject to compliance with requirements, provide one of the following:
 - a. Non-metallic
 - 1) "Set Grout"; Master Builders.
 - 2) "Euco-NS"; Euclid Chemical Co.
 - 3) "Five Star Grout"; U.S. Grout Corp.

- F. Non-slip Aggregate Finish: Provide fused aluminum oxide grits, or crushed emery, as abrasive aggregate for non-slip finish with emery aggregate containing not less than 50 percent aluminum oxide and not less than 25 percent ferric oxide. Use material that is factory-graded, packaged, rust-proof, and non-glazing, and is unaffected by freezing, moisture, and cleaning materials.
- G. Colored Wear-Resistant Finish: Packaged, dry, combination of materials, consisting of Portland cement, graded quartz aggregate, coloring pigments, and plasticizing admixture. Use coloring pigments that are finely ground, non-fading mineral oxides, interground with cement. Color as selected by Engineer, unless otherwise indicated.
1. Products: Subject to compliance with requirements, provide one of the following:
 - a. "Colorcron"; Master Builders.
 - b. "Surflex"; Euclid Chemical Co.
 - c. "Lithochrome"; L.M. Scofield Co.
- H. Absorptive Cover: Burlap cloth made from jute or kenaf, weighing approximately 9 oz. per sq. yd., complying with AASHTO M 182, Class 2.
- I. Moisture-Retaining Cover: One of the following, complying with ASTM C 171.
1. Waterproof paper.
 2. Polyethylene film.
 3. Polyethylene-coated burlap.
- J. Liquid Membrane-Forming Curing Compound: Liquid type membrane- forming curing compound complying with ASTM C 309, Type I, Class A. Moisture loss not more than 0.55 kg./sq. m. when applied at 200 sq ft./gal.
1. Products: Subject to compliance with requirements, provide one of the following:
 - a. "Masterkure"; Master Builders.
 - b. "Ecocure"; Euclid Chemical Co.
 - c. "Horn Clear Seal"; A.C. Horn, Inc.
- K. Underlayment Compound: Freeflowing, self-leveling, pumpable cementitious base compound for applications from 1 inch thick to feathered edges.
1. Products: Subject to compliance with requirements, provide one of the following:
 - a. "Flo-Top"; Euclid Chemical Co.
 - b. "Underlayment 110," Master Builders, Inc.
 - c. "Thoro Underlayment Self-Leveling"; Thoro System Products.
- L. Bonding Compound: Polyvinyl acetate or acrylic base.
1. Products: Subject to compliance with requirements, provide one of the following:
 - a. Polyvinyl Acetate (Interior Only):

- 1) "Euco Weld"; Euclid Chemical Co.
- 2) "Weldcrete"; Larsen Products Corp.
- 3) "Everweld"; L&M Construction Chemicals, Inc.

b. Acrylic or Styrene Butadiene:

- 1) "Day-Chem AD Bond"; Dayton Superior Corp.
- 2) "Everbond"; L & M Construction Chemicals.
- 3) "SBR Latex"; Euclid Chemical Co.

M. Epoxy Adhesive: ASTM C 881, two component material suitable for use on dry or damp surfaces. Provide material "Type," "Grade," and "Class" to suit project requirements.

1. Products: Subject to compliance with requirements, provide one of the following:

- a. "Epoxite Binder 2390"; A.C. Horn, Inc.
- b. "Sikadur 32 Hi-Mod"; Sika Chemical Corp.
- c. "Euco Epoxy 452 or 620"; Euclid Chemical Co.

2.3 PROPORTIONING AND DESIGN OF MIXES

A. Prepare design mixes for each type and strength of concrete by either laboratory trial batch or field experience methods as specified in ACI 301 and ACI 211. If the trial batch method is used, use an independent testing facility acceptable to Engineer for preparing and reporting proposed mix designs. The testing facility shall not be the same as used for field quality control testing unless otherwise acceptable to Engineer.

1. Limit use of fly ash to not exceed 25 percent of cement content by weight.

B. Submit written reports to Engineer and Structural Engineer of each proposed mix for each class of concrete at least 15 days prior to start of work. Do not begin concrete production until mixes have been reviewed by Engineer.

C. Design mixes to provide normal weight concrete with the following properties, as indicated in Table I.:

TABLE 1

CONCRETE REQUIREMENTS

Concrete <u>Class</u>	Cement <u>Type</u>	Min. 28-Day Compressive Strength <u>PSI</u>	*Max. Water- Cement Ratio <u>Ratio</u>	Min. Cement Content <u>Sacks</u>	Slump <u>Min.</u>	Inch <u>Max.</u>	Entrained Air % <u>Air %</u>
A	I	4000	0.45	6	-	-	6±1
B	I	2000	0.74	4-1/2	2	6	5±1-1/2
C	I	4000	0.50	6.38	1	4	6±2
D	II or IP	4000	0.45	6	-	-	6±1

*Maximum Water - Cementitious Materials Ratio

1. All reinforced concrete shall be Class A, except as otherwise specified or shown on the drawings.
2. Concrete used for mud mats, fill and channeling in manholes and chambers shall be Class B unless otherwise noted on the drawings.
3. Class C concrete conforming to ODOT 499 (Class C) shall be used for all concrete pavement, curbing, driveways, and sidewalks, unless noted otherwise on the drawings.
4. Class B concrete may be used for encasing pipelines, fill, and pipe bedding.
5. Class B concrete shall be used as concrete fill in concrete tanks for shaping or sloping bottoms.

a. The following steps shall be taken for installation of the Class B concrete:

- 1) Scrub concrete slabs and/or walls with a stiff wire brush and streams of clean water as a minimum, to remove laitance.
- 2) Apply a bonding agent in accordance with the manufacturer's surface preparation and application recommendations.
- 3) The Class B concrete shall then be placed and screeded to bring the surface to final grade.

6. Class D concrete shall be used for sewerage treatment plants and sewerage pump stations, as noted on the drawings.

D. **Lightweight Concrete:** Lightweight aggregate and concrete shall conform to ASTM C 330. Proportion mix to produce concrete with a minimum compressive strength of 3000 psi at 28 days and a calculated equilibrium unit weight of 110 pcf plus or minus 3 pcf as determined by ASTM C 567. Concrete slump at the point of placement shall be the minimum necessary for efficient mixing, placing, and finishing. Maximum slump shall be 6 inches for pumped concrete and 5 inches elsewhere. Air entrain concrete exposed to weather according to ACI 301 requirements.

E. **Adjustment to Concrete Mixes:** Mix design adjustments may be requested by Contractor when characteristics of materials, job conditions, weather, test results, or other circumstances warrant; at no additional cost to Owner and as accepted by Engineer. Laboratory test data for revised mix design and strength results must be submitted to and accepted by Engineer before using in work.

F. **Admixtures:**

1. Use high range water-reducing admixture (super plasticizer) in Classes A and D concrete unless noted otherwise.
2. Use non-chloride accelerating admixture in concrete slabs placed at ambient temperatures below 50 deg F (10 deg C).
3. Use air-entraining admixture in all concrete, unless otherwise indicated. Add air-entraining admixture at manufacturer's prescribed rate to result in concrete at point of placement having total air content within limits shown in Table I.
4. Use admixtures for water-reducing and set-control in strict compliance with manufacturer's directions.
5. **Slump Limits:** Proportion and design mixes to result in concrete slump at point of placement as shown in Table I:

- a. Concrete containing HRWR admixture (super-plasticizer): Not more than 8" after addition of HRWR to site-verified 2"-3" slump concrete.

2.4 CONCRETE MIXING

- A. Job-Site Mixing: Mix materials for concrete in appropriate drum type batch machine mixer. For mixers of one cu. yd., or smaller capacity, continue mixing at least 1-1/2 minutes, but not more than 5 minutes after ingredients are in mixer, before any part of batch is released. For mixers of capacity larger than one cu. yd., increase minimum 1-1/2 minutes of mixing time by 15 seconds for each additional cu. yd., or fraction thereof.
 - 1. Provide batch ticket for each batch discharged and used in work, indicating project identification name and number, date, mix type, mix time, quantity, and amount of water introduced.
- B. Ready-Mix Concrete: Comply with requirements of ASTM C 94, and as herein specified.
 - 1. During hot weather, or under conditions contributing to rapid setting of concrete, a shorter mixing time than specified in ASTM C 94 may be required.
 - a. When air temperature is between 85 deg F (30 deg C) and 90 deg F (32 deg C), reduce mixing and delivery time from 1-1/2 hours to 75 minutes, and when air temperature is above 90 deg F (32 deg C), reduce mixing and delivery time to 60 minutes.

PART 3 - EXECUTION

3.1 GENERAL

- A. Coordinate the installation of joint materials and vapor retarders with placement of forms and reinforcing steel.

3.2 FORMS

- A. Design, erect, support, brace, and maintain form work to support vertical and lateral, static, and dynamic loads that might be applied until such loads can be supported by concrete structure. Construct form work so concrete members and structures are of correct size, shape, alignment, elevation, and position. Maintain form work construction tolerances complying with ACI 347.
- B. Design form work to be readily removable without impact, shock, or damage to cast-in-place concrete surfaces and adjacent materials.

- C. Construct forms to sizes, shapes, lines, and dimensions shown, and to obtain accurate alignment, location, grades, level and plumb work in finished structures. Provide for openings, offsets, sinkages, keyways, recesses, moldings, rustications, reglets, chamfers, blocking, screeds, bulkheads, anchorages and inserts, and other features required in work. Use selected materials to obtain required finishes. Solidly butt joints and provide back-up at joints to prevent leakage of cement paste.
- D. Fabricate forms for easy removal without hammering or prying against concrete surfaces. Provide crush plates or wrecking plates where stripping may damage cast concrete surfaces. Provide top forms for inclined surfaces where slope is too steep to place concrete with bottom forms only. Kerf wood inserts for forming keyways, reglets, recesses, and the like, to prevent swelling and for easy removal.
- E. Provide temporary openings where interior area of form work is inaccessible for cleanout, for inspection before concrete placement, and for placement of concrete. Securely brace temporary openings and set tightly to forms to prevent loss of concrete mortar. Locate temporary openings on forms at inconspicuous locations.
- F. Chamfer exposed corners and edges as indicated, using wood, metal, PVC, or rubber chamfer strips fabricated to produce uniform smooth lines and tight edge joints.
- G. Provisions for Other Trades: Provide openings in concrete form work to accommodate work of other trades. Determine size and location of openings, recesses, and chases from trades providing such items. Accurately place and securely support items built into forms.
- H. Cleaning and Tightening: Thoroughly clean forms and adjacent surfaces to receive concrete. Remove chips, wood, sawdust, dirt, or other debris just before concrete is placed. Retightening forms and bracing after concrete placement if required to eliminate mortar leaks and maintain proper alignment.

3.3 VAPOR RETARDER INSTALLATION

- A. Following leveling and tamping of granular base for slabs on grade, place vapor retarder sheeting with longest dimension parallel with direction of pour.
- B. Lap joints 6" and seal with manufacturer's recommended mastic or pressure-sensitive tape.

3.4 PLACING REINFORCEMENT

- A. Comply with Concrete Reinforcing Steel Institute's recommended practice for "Placing Reinforcing Bars," for details and methods of reinforcement placement and supports, and as herein specified.
 - 1. Avoiding cutting or puncturing vapor retarder during reinforcement placement and concreting operations. Repair damages before placing concrete.
- B. Clean reinforcement of loose rust and mill scale, earth, ice, and other materials which reduce or destroy bond with concrete.

- C. Accurately position, support, and secure reinforcement against displacement by form work, construction, or concrete placement operations. Locate and support reinforcing by metal chairs, runners, bolsters, spacers, and hangers, as required.
- D. Place reinforcement to obtain at least minimum coverages for concrete protection. Arrange, space, and securely tie bars and bar supports to hold reinforcement in position during concrete placement operations. Set wire ties so ends are directed into concrete, not toward exposed concrete surfaces.
- E. Install welded wire fabric in longest lengths as practicable. Lap adjoining pieces at least one full mesh and lace splices with wire. Offset end laps in adjacent widths to prevent continuous laps in either direction.
- F. Epoxy - Coated Reinforcing Steel:
 - 1. Epoxy-coated reinforcing bars supported from form work shall rest on coated wire bar supports, or on bar supports made of dielectric material or other acceptable materials. Wire bar supports shall be coated with dielectric material for a minimum distance of 2 inches from the point of contact with the epoxy-coated reinforcing bars. Reinforcing bars used as support bars shall be epoxy-coated. In walls having epoxy-coated reinforcing bars, spreader bars where specified by the Engineer, shall be epoxy-coated. Proprietary combination bar clips and spreaders used in walls with epoxy-coated reinforcing bars shall be made of corrosion-resistant material.
 - 2. Epoxy-coated reinforcing bars - Equipment for handling epoxy-coated bars shall have protected contact areas. Bundles of coated bars shall be lifted at multiple pick-up points to minimize bar-to-bar abrasion from sags in the bundles. Coated bars or

bundles of coated bars shall not be dropped or dragged. Coated bars shall be stored on protective cribbing. Fading of the color of the coating shall not be cause for rejection of epoxy-coated reinforcing bars. Coating damage due to handling, shipment and placing need not be repaired in cases where the damaged area is 0.1 square inches or smaller. Damaged areas larger than 0.1 square inches shall be repaired in accordance with the epoxy material manufacturer's recommendations. The maximum amount of damage including repaired and unrepaired areas shall not exceed 2 percent of the surface area in each linear foot of each bar.

3.5 JOINTS

- A. Construction Joints: Locate and install construction joints as indicated or, if not indicated, locate so as not to impair strength and appearance of the structure, as acceptable to Engineer.
 - 1. Provide keyways at least 1-1/2" deep in construction joints in walls, slabs, and between walls and footings; accepted bulkheads designed for this purpose may be used for slabs.
 - 2. Place construction joints perpendicular to main reinforcement. Continue reinforcement across construction joints, except as otherwise indicated.

- B. Waterstops: Provide waterstops in construction joints as indicated. Install waterstops to form continuous diaphragm in each joint. Make provisions to support and protect exposed waterstops during progress of work. Fabricate field joints in waterstops in accordance with manufacturer's printed instructions.
- C. Isolation Joints in Slabs-on-Ground: Construct isolation joints in slabs-on-ground at points of contact between slabs-on-ground and vertical surfaces, such as column pedestals, foundation walls, grade beams, and elsewhere as indicated.
 - 1. Joint filler and sealant materials are specified in Section 030000.02 of these specifications.
- D. Contraction (Control) Joints in Slabs-on-Ground: Construct contraction joints in slabs-on-ground to form panels of patterns as shown. Use inserts 1/4 of slab depth, unless otherwise indicated.
 - 1. Form contraction joints by inserting premolded plastic strips into fresh concrete until top surface of strip is flush with slab surface.
 - 2. Follow the directions of Insert Manufacturer for finishing the slab and joints.
- E. If joint pattern not shown, provide joints not exceeding 15' in either direction and located to conform to bay spacing wherever possible (at column centerlines, half bays, third-bays).
 - 1. Joint sealant material is specified in Section 030000.02 of these specifications.

3.6 INSTALLATION OF EMBEDDED ITEMS

- A. General: Set and build into work anchorage devices and other embedded items required for other work that is attached to, or supported by, cast-in-place concrete. Use setting drawings, diagrams, instructions, and directions provided by suppliers of items to be attached thereto. Electrical conduit shall not be embedded in concrete.
- B. Install reglets to receive top edge of foundation sheet waterproofing, and to receive thru-wall flashings in outer face of concrete frame at exterior walls, where flashing is shown at lintels, relieving angles, and other conditions.
- C. Edge Forms and Screed Strips for Slabs: Set edge forms or bulkheads and intermediate screed strips for slabs to obtain required elevations and contours in finished slab surface. Provide and secure units to support screed strips using strike-off templates or compacting type screeds.

3.7 PREPARATION OF FORM SURFACES

- A. Clean re-used forms of concrete matrix residue, repair and patch as required to return forms to acceptable surface condition.
- B. Coat contact surfaces of forms with an approved, nonresidual, low-VOC, form-coating compound before placing reinforcement.

- C. Thin form-coating compounds only with thinning agent of type, amount, and under conditions of form-coating compound manufacturer's directions. Do not allow excess form-coating material to accumulate in forms or to come into contact with in-place concrete surfaces against which fresh concrete will be placed. Apply in compliance with manufacturer's instructions.
- D. Coat steel forms with a non-staining, rust-preventative form oil or otherwise protect against rusting. Rust-stained steel form work is not acceptable.

3.8 CONCRETE PLACEMENT

- A. Preplacement Inspection: Before placing concrete, inspect and complete form work installation, reinforcing steel, and items to be embedded or cast-in. Notify other crafts to permit installation of their work; cooperate with other trades in setting such work. Moisten wood forms immediately before placing concrete where form coatings are not used.
 - 1. Apply temporary protective covering to lower 2' of finished walls adjacent to poured floor slabs and similar conditions, and guard against spattering during placement.
- B. General: Comply with ACI 304 "Recommended Practice for Measuring, Mixing, Transporting, and Placing Concrete," and as herein specified.
 - 1. Deposit concrete continuously or in layers of such thickness that no concrete will be placed on concrete which has hardened sufficiently to cause the formation of seams or planes of weakness. If a section cannot be placed continuously, provide construction joints as herein specified. Deposit concrete as nearly as practicable to its final location to avoid segregation.
- C. Placing Concrete in Forms: Deposit concrete in forms in horizontal layers not deeper than 24" and in a manner to avoid inclined construction joints. Where placement consists of several layers, place each layer while preceding layer is still plastic to avoid cold joints.
 - 1. Consolidate placed concrete by mechanical vibrating equipment supplemented by hand-spading, rodding, or tamping. Use equipment and procedures for consolidation of concrete in accordance with ACI 309.
 - 2. Do not use vibrators to transport concrete inside forms. Insert and withdraw vibrators vertically at uniformly spaced locations not farther than visible effectiveness of machine. Place vibrators to rapidly penetrate placed layer and at least 6" into preceding layer. Do not insert vibrators into lower layers of concrete that have begun to set. At each insertion limit duration of vibration to time necessary to consolidate concrete and complete embedment of reinforcement and other embedded items without causing segregation of mix.
- D. Placing Concrete Slabs: Deposit and consolidate concrete slabs in a continuous operation, within limits of construction joints, until the placing of a panel or section is completed.
 - 1. Consolidate concrete during placing operations so that concrete is thoroughly worked around reinforcement and other embedded items and into corners.

2. Bring slab surfaces to correct level with straightedge and strikeoff. Use bull floats or darbies to smooth surface, free of humps or hollows. Do not disturb slab surfaces prior to beginning finishing operations.
 3. Maintain reinforcing in proper position on chairs during concrete placement operations.
- E. Cold Weather Placing: Protect concrete work from physical damage or reduced strength which could be caused by frost, freezing actions, or low temperatures, in compliance with ACI 306 and as herein specified.
1. When air temperature has fallen to or is expected to fall below 40 deg F (4 deg C), uniformly heat water and aggregates before mixing to obtain a concrete mixture temperature of not less than 50 deg F (10 deg C), and not more than 80 deg F (27 deg C) at point of placement.
 - a. The concrete shall be maintained within this temperature range for not less than seven (7) days.
 2. Do not use frozen materials or materials containing ice or snow. Do not place concrete on frozen subgrade or on subgrade containing frozen materials or against cold reinforcing steel.
 3. Do not use calcium chloride, salt, and other materials containing antifreeze agents or chemical accelerators, unless otherwise accepted in mix designs.
- F. Hot Weather Placing: When hot weather conditions exist that would seriously impair quality and strength of concrete, place concrete in compliance with ACI 305 and as herein specified.
1. Cool ingredients before mixing to maintain concrete temperature at time of placement below 90 deg F (32 deg C). Mixing water may be chilled, or chopped ice may be used to control temperature provided water equivalent of ice is calculated to total amount of mixing water. Use of liquid nitrogen to cool concrete is Contractor's option.
 2. Cover reinforcing steel with water-soaked burlap if it becomes too hot, so that steel temperature will not exceed the ambient air temperature immediately before embedment in concrete.
 3. Fog spray forms, reinforcing steel, and subgrade just before concrete is placed.
 4. Use water-reducing retarding admixture when required by high temperatures, low humidity, or other adverse placing conditions, as acceptable to Engineers.

3.9 FINISH OF FORMED SURFACES

- A. Rough Form Finish: For formed concrete surfaces not exposed-to-view in the finish work or by other construction, unless otherwise indicated. This is the concrete surface having texture imparted by form facing material used, with tie holes and defective areas repaired and patched and fins and other projections exceeding 1/4" in height rubbed down or chipped off.

- B. Smooth Form Finish: For formed concrete surfaces exposed-to-view, or that are to be covered with a coating material applied directly to concrete, or a covering material applied directly to concrete, such as waterproofing, dampproofing, veneer plaster, painting, or other similar system. This is an as-cast concrete surface obtained with selected form facing material, arranged orderly and symmetrically with a minimum of seams. Repair and patch defective areas with fins or other projections completely removed and smoothed; provide smooth rubbed finish to smooth form finish. Refer to "Concrete Surface Repairs."
- C. Smooth Rubbed Finish: Provide smooth rubbed finish to scheduled concrete surfaces, which have received smooth form finish treatment.
1. Scarify or roughen entire surface by grinding or similar effective means.
 2. Combined one part Portland cement to 1-1/2 parts fine sand by volume and a 50:50 mixture of acrylic or styrene butadiene-based bonding admixture and water to form the consistency of thick paint. Blend standard Portland cement and white Portland cement, amounts determined by trial patches, so that final color of dry grout will match adjacent surfaces.
 3. Thoroughly wet concrete surfaces and apply grout to coat surfaces and fill small holes. Remove excess grout by scraping and rubbing with clean burlap. Keep damp by fog spray for at least 36 hours after rubbing.
 4. Repeat the above process if necessary to fill voids or bug holes and obtain a consistent match to adjacent surfaces, subject to acceptance of the Engineer.
- D. Grout Cleaned Finish: Provide grout cleaned finish on scheduled concrete surfaces which have received smooth form finish treatment.
1. Scarify or roughen entire surface by grinding or similar effective means.
 2. Apply Thoroseal plaster mix coating by Thoro System Products or approved equivalent with an approximate thickness of 1/8-inch to 1/4-inch.
 3. Follow the manufacturer's recommendations and guidelines regarding surface preparation, application methods and curing.
 4. Repeat the above process if necessary to fill voids or bug holes and obtain a consistent match to adjacent surfaces, subject to acceptance of the Engineer.
- E. Related Unformed Surfaces: At tops of walls, horizontal offsets, and similar unformed surfaces occurring adjacent to formed surfaces, strike-off smooth and finish with a texture matching adjacent formed surfaces. Continue final surface treatment of formed surfaces uniformly across adjacent unformed surfaces, unless otherwise indicated.

3.10 MONOLITHIC SLAB FINISHES

- A. Scratch Finish: Apply scratch finish to monolithic slab surfaces that are to receive concrete floor topping or mortar setting beds for tile, Portland cement terrazzo, and other bonded applied cementitious finish flooring material, and as otherwise indicated.
1. After placing slabs, plane surface to tolerances for floor flatness F(F) 15 and floor levelness F(L) 13, measured according to ASTM E 1155. Slope surfaces uniformly to drains where required. After leveling, roughen surface before final set, with stiff brushes, brooms, or rakes.

- B. Float Finish: Apply float finish to monolithic slab surfaces to receive trowel finish and other finishes as hereinafter specified, and slab surfaces which are to be covered with membrane or elastic waterproofing, membrane or elastic roofing, or sand-bed terrazzo, and as otherwise indicated.
1. After screeding, consolidating, and leveling concrete slabs, do not work surface until ready for floating. Begin floating when surface water has disappeared or when concrete has stiffened sufficiently to permit operation of power-driven floats, or both, Consolidate surface with power-driven floats, or by hand-floating if area is small or inaccessible to power units. Check and level surface plane to tolerances of F(F) 18 F(L) 15. Cut down high spots and fill low spots. Uniformly slope surfaces to drains. Immediately after leveling, refloat surface to a uniform, smooth, granular texture.
- C. Trowel Finish: Apply trowel finish to monolithic slab surfaces to be exposed-to-view, and slab surfaces to be covered with resilient flooring, carpet, ceramic or quarry tile, paint, or other thin film finish coating system.
1. After floating, begin first trowel finish operation using a power-driven trowel. Begin final troweling when surface produces a ringing sound as trowel is moved over surface. Consolidate concrete surface by final hand-troweling operation, free of trowel marks, uniform in texture and appearance, and with surface leveled to tolerances of F(F), 20 and F(L) 17, measured according to ASTM E1155. Grind smooth surface defects which would telegraph through applied floor covering system.
- D. Trowel and Fine Broom Finish: Where ceramic or quarry tile is to be installed with thin-set mortar, apply trowel finish as specified, then immediately follow with slightly scarifying surface by fine brooming.
- E. Non-Slip Broom Finish: Apply non-slip broom finish to exterior concrete platforms, steps, and ramps, and elsewhere as indicated.
1. Immediately after float finishing, slightly roughen concrete surface by brooming with fiber bristle broom perpendicular to main traffic route. Coordinate required final finish with Engineer before application.
- F. Non-slip Aggregate Finish: Apply non-slip aggregate finish to concrete stair treads, platforms, ramps, sloped walks, and elsewhere as indicated.
1. After completion of float finishing, and before starting trowel finish, uniformly spread 25 lbs. of dampened non-slip aggregate per 100 sq. ft. of surface. Tamp aggregate flush with surface using a steel trowel, but do not force below surface. After broadcasting and tamping, apply trowel finishing as herein specified.
 2. After curing, lightly work surface with a steel wire brush, or an abrasive stone, and water to expose non-slip aggregate.
- G. Colored Wear-Resistant Finish: Provide colored wear-resistant finish to monolithic slab surface indicated.

1. Apply dry shake materials for colored wear-resistant finish at rate of not less than 100 lbs. per 100 sq. ft., unless greater amount is recommended by material manufacturer.
2. Immediately following first floating operation, uniformly distribute approximately 2/3 of required weight of dry shake material over concrete surface, and embed by means of power floating. Follow floating operation with second shake application, uniformly distributing remainder of dry shake material with overlapping applications, and embed by power floating.
3. After completion of broadcasting and floating, apply trowel finish as herein specified. Cure slab surface with curing compound recommended by dry shake hardener manufacturer. Apply curing compound immediately after final finishing.

3.11 CONCRETE CURING AND PROTECTION

- A. General: Protect freshly placed concrete from premature drying and excessive cold or hot temperatures. Protect concrete from rapid moisture loss before and during finishing operations.
 1. The evaporation graph, Figure 1, of ACI 308 - Curing Concrete, shall be used to determine the evaporation rate during concrete placement. If the rate of evaporation equals or exceeds 0.2 lbs/sq.ft./hr., steps shall be taken to prevent excessive evaporation from the surface.
 2. Start initial curing as soon as free water has disappeared from concrete surface after placing and finishing.
 - a. Initial curing may be any of the methods listed herein that maintain a satisfactory moisture content and temperature.
 3. Begin final curing procedures, if they differ from initial curing, immediately following initial curing and before concrete has dried. Continue curing for at least seven (7) days in accordance with ACI 301 procedures. Avoid rapid drying at end of final curing period.
- B. Curing Methods: Perform curing of all structural concrete as herein specified.
 1. Provide moisture curing by following methods.
 - a. Keep concrete surface continuously wet by covering with water.
 - b. Continuous water-fog spray.
 - c. Cover concrete surface with specified absorptive cover, thoroughly saturating cover with water and keeping continuously wet. Place absorptive cover to provide coverage of concrete surfaces and edges, with 4" lap over adjacent absorptive covers.
 2. Provide moisture-cover curing as follows:
 - a. Cover concrete surfaces with moisture-retaining cover for curing concrete, placed in widest practicable width with sides and ends lapped at least 3" and sealed by waterproof tape or adhesive. Immediately repair any holes or tears during curing period using cover material and waterproof tape.

- C. Provide curing and sealing compound to pavement, walks, and curbs only, as follows:
 - 1. Apply specified curing and sealing compound to concrete slabs as soon as final finishing operations are complete (within 2 hours) and after surface water sheen has disappeared. Apply uniformly in continuous operation by power-spray or roller in accordance with manufacturer's directions. Recoat areas subjected to heavy rainfall within three (3) hours after initial application. Maintain continuity of coating and repair damage during curing period.
- D. Curing Formed Surfaces: Cure formed concrete surfaces, including undersides of beams, supported slabs, and other similar surfaces by moist curing with forms in place for full curing period or until forms are removed. If forms are removed, continue curing by methods specified above, as applicable.
- E. Curing Unformed Surfaces: Cure unformed surfaces, such as slabs, floor topping, and other flat surfaces by moist curing methods.
 - 1. Final cure concrete surfaces to receive liquid floor hardener or finish flooring by use of moisture-retaining cover, unless otherwise directed.

3.12 SHORES AND SUPPORTS

- A. Comply with ACI 347 for shoring and reshoring in multistory construction, and as herein specified.
- B. Extend shoring from ground to roof for structures four (4) stories or less, unless otherwise permitted.
- C. Extend shoring at least three (3) floors under floor or roof being placed for structures over four (4) stories. Shore floor directly under floor or roof being placed, so that loads from construction above will transfer directly to these shores. Space shoring in stories below this level in such a manner that no floor or member will be excessively loaded or will induce tensile stress in concrete members where no reinforcing steel is provided. Extend shores beyond minimums to ensure proper distribution of loads throughout structure.
- D. Remove shores and reshore in a planned sequence to avoid damage to partially cured concrete. Locate and provide adequate reshoring to safely support work without excessive stress or deflection.
 - 1. Keep reshores in place a minimum of 15 days after placing upper tier, and longer if required, until concrete has attained its required 28-day strength and heavy loads due to construction operations have been removed.

3.13 REMOVAL OF FORMS

- A. Formwork not supporting weight of concrete, such as sides of beams, walls, columns, and similar parts of the work, may be removed after cumulatively curing at not less than 50 deg F (10 deg C) for five (5) days after placing concrete, provided concrete is sufficiently hard to not be damaged by form removal operations, and provided curing and protection operations are maintained.
- B. Formwork supporting weight of concrete, such as beam soffits, joists, slabs, and other structural elements, may not be removed in less than 14 days or until concrete has attained at least 75 percent of design minimum compressive strength at 28 days. Determine potential compressive strength of in-place concrete by testing field-cured specimens representative of concrete location or members. Lab cured cylinders will not be considered.
- C. Form facing material may be removed five (5) days after placement, only if shores and other vertical supports have been arranged to permit removal of form facing material without loosening or disturbing shores and supports.

3.14 RE-USE OF FORMS

- A. Clean and repair surfaces of forms to be re-used in work. Split, frayed, delaminated, or otherwise damaged form facing material will not be acceptable for exposed surfaces. Apply new form coating compound as specified for new form work.
- B. When forms are extended for successive concrete placement, thoroughly clean surfaces, remove fins and laitance, and tighten forms to close joints. Align and secure joint to avoid offsets. Do not use "patched" forms for exposed concrete surfaces, except as acceptable to Engineer.

3.15 MISCELLANEOUS CONCRETE ITEMS

- A. Filling-In: Fill-in holes and openings left in concrete structures for passage of work by other trades, unless otherwise shown or directed, after work of other trades is in place. Mix, place, and cure concrete as herein specified, to blend with in-place construction. Provide other miscellaneous concrete filling shown or required to complete work.
- B. Curbs: Provide monolithic finish to interior curbs by stripping forms while concrete is still green and steel-troweling surfaces to a hard, dense finish with corners, intersections, and terminations slightly rounded.
- C. Equipment Bases and Foundations: Provide machine and equipment bases and foundations, as shown on drawings. Set anchor bolts for machines and equipment with template at correct elevations, complying with certified diagrams or templates of manufacturer furnishing machines and equipment.
 - 1. Grout base plates and foundations as indicated, using specified non-shrink grout. Use non-metallic grout for exposed conditions, unless otherwise indicated.

- D. Steel Pan Stairs: Provide concrete fill for steel pan stair treads and landings and associated items. Cast-in safety inserts and accessories as shown on drawings. Screed, tamp, and finish concrete surfaces as scheduled. Cure concrete as herein specified.
- E. Reinforced Masonry: Provide concrete grout conforming to ASTM C476 for reinforced masonry lintels and bond beams where indicated on drawings and as scheduled. Maintain accurate location of reinforcing steel during concrete placement.

3.16 CONCRETE SURFACE REPAIRS

- A. Patching Defective Areas: Repair and patch defective areas with cement mortar immediately after removal of forms, when acceptable to Engineer.
 - 1. Saw-cut out honeycomb, rock pockets, voids over 1/4" in any dimension, down to solid concrete but, in no case to a depth of less than 1." Make edges of cuts slightly undercut to the concrete surface. Thoroughly clean, dampen with water, and brush-coat the area to be patched with specified bonding agent. Place patching mortar after bonding compound has dried.
 - 2. For exposed-to-view surfaces, blend white Portland cement and standard Portland cement so that, when dry, patching mortar will match surrounding color. Provide test areas at inconspicuous location to verify mixture and color match before proceeding with patching. Compact mortar in place and strike-off slightly higher than surrounding surface.
- B. Repair of Formed Surfaces: Remove and replace concrete having defective surfaces if defects cannot be repaired to satisfaction of Engineer. Surface defects, as such, include color and texture irregularities, cracks, spalls, air bubbles, honeycomb, rock pockets; fins and other projections on surface; and stains and other discolorations that cannot be removed by cleaning. Flush out form tie holes, fill with Portland Cement patching mortar, or precast cement cone plugs secured in place with bonding agent. When other materials are used, apply them in accordance with manufacturer's recommendations.
 - 1. Repair concealed formed surfaces, where possible, that contain defects that affect the durability of concrete. If defects cannot be repaired, remove and replace concrete.
 - 2. Repair of Unformed Surfaces: Test unformed surfaces, such as monolithic slabs, for smoothness and verify surface plane to tolerances specified for each surface and finish. Correct low and high areas as herein specified. Test unformed surfaces sloped to drain for trueness of slope, in addition to smoothness using a template having required slope.
 - 3. Repair finished unformed surfaces that contain defects which affect durability of concrete. Surface defects, as such, include crazing, cracks in excess of 0.01" wide or which penetrate to reinforcement or completely through non-reinforced sections regardless of width, spalling, pop-outs, honeycomb, rock pockets, and other objectionable conditions.
 - 4. Correct high areas in unformed surfaces by grinding, after concrete has cured at least 14 days.

5. Correct low areas in unformed surfaces during or immediately after completion of surface finishing operations by cutting out low areas and replacing with fresh concrete. Finish repaired areas to blend into adjacent concrete. Proprietary patching compounds may be used when acceptable to Engineer.
6. Repair defective areas, except random cracks and single holes not exceeding 1" diameter, by cutting out and replacing with fresh concrete. Remove defective areas to sound concrete with clean, square cuts and expose reinforcing steel with at least 3/4" clearance all around. Dampen concrete surfaces in contact with patching concrete and apply bonding compound. Mix patching concrete of same materials to provide concrete of same type or class as original concrete. Place, compact, and finish to blend with adjacent finished concrete. Cure in same manner as adjacent concrete.
7. Repair isolated random cracks and single holes not over 1" in diameter by dry-pack method. Groove top of cracks and cut-out holes to sound concrete and clean of dust, dirt, and loose particles. Dampen cleaned concrete surfaces and apply bonding compound. Mix dry-pack, consisting of one part Portland cement to 2-1/2 parts fine aggregate passing a No. 16 mesh sieve, using only enough water as required for handling and placing. Place dry pack after bonding compound has dried. Compact dry-pack mixture in place and finish to match adjacent concrete. Keep patched area continuously moist for not less than 72 hours.
8. Perform structural repairs with prior approval of Engineer or Structural Engineer for method and procedure, using specified epoxy adhesive and mortar.
9. Repair methods not specified above may be used, subject to acceptance of Engineer.
10. Underlayment Application: Leveling of floors for subsequent finishes may be achieved by use of specified underlayment material.

3.17 THROUGH SECTION CONCRETE CRACK REPAIRS

A. Sealing through wall or slab cracks.

1. Seal cracks for a water-tight or structurally bonded repair with epoxy or chemical grouting procedures.
 - a. The Contractor shall make proper repairs with epoxy injection or chemical injection with a moisture reactive hydrophilic polyurethane foam grout, as directed by the Engineer.

3.18 MUD MATS

- A. Where called for on the plans or as directed by the Engineer, the Contractor shall construct concrete mud mats immediately after cleaning the excavation bottom, to preserve the bearing surface condition. Concrete for mud mats shall be not less than 3 in. thick. Bottom of excavation shall be free of water, mud and loose material prior to mud mat placement. See Section 310000.
 1. Mud mat concrete shall be cast against the side walls of all excavations to completely seal the bottom.

ADDENDUM
EXAMPLE FORM A

CONCRETE SUPPLIER: _____

PROJECT: _____ CONTRACTOR: _____

MIXTURE ID: _____ SPECIFIED f'c: _____ PSI

MATERIAL MIXTURE PROPORTIONS lbs-mass/cu.yd. (pcy)

1.0 Cement Type _____ Source: _____

Sp. Gr. _____ pcy _____ cu. ft.

1.1 Other Cementitious Materials: _____ Class: _____ Source: _____

Sp. Gr. _____ pcy _____ cu. ft.

2.0 Aggregate (No. 1) Type: _____ Size: _____ Source: _____

SSD Sp. Gr. _____ pcy _____ cu. ft.

Dry Rodded Unit Wt.: _____ pcf

Alternate (No. 1) Lightweight Aggregate Type: _____ Size: _____ Source: _____

Sp. Gr. Factor _____ over dry pcy _____ cu. ft.

Loose Unit Wt. _____ pcf Estimated Wet _____ pcf

2.1 Aggregate (No. 2) Type: _____ Size: _____ Source: _____

SSD Sp. Gr. _____ pcy _____ cu. ft.

Dry Rodded Unit Wt.: _____ pcf (If Fine Sized - FM _____)

2.2 Aggregate (Nos. 3, 4, n) Type: _____ Size: _____ Source: _____

SSD Sp. Gr. _____ pcy _____ cu. ft.

Dry Rodded Unit Wt.: _____ pcf

3.0 Water: _____ gal. _____ pcy _____ cu. ft.

EXAMPLE FORM A (CONTINUED)

4.0 Admixtures expressed as fluid ounces/cubic yard, and estimated range

Source: _____ Name: _____ Type _____ oz

Source: _____ Name: _____ Type _____ oz

Source: _____ Name: _____ Type _____ oz

Total Admixture Liquid Vol. _____ cu. ft.

(*) Note: Show volume in 4.0 if not included in cubic feet of air or water.

5.0 Other Materials - fibers, color pigment or other additions

Sp. Gr. _____ pcy _____ cu. ft.

Total Mixture Mass and Volume: _____ pcy _____ cu. ft.

Fresh Concrete Properties

Coarse & Fine Aggregate Gradation

Percent Passing

Slump _____ +/- _____ in.	Sieve Size	Aggregate No.				
		1	2	3	4	Combined
Unit Weight _____ pcf	2 in.	_____	_____	_____	_____	_____
Air Content _____ +/- _____ %	1-1/2 in.	_____	_____	_____	_____	_____
	1 in.	_____	_____	_____	_____	_____
	3/4 in.	_____	_____	_____	_____	_____
	1/2 in.	_____	_____	_____	_____	_____
If Trail Batch Data -	3/8 in.	_____	_____	_____	_____	_____
Identify Batch No. _____	No. 4	_____	_____	_____	_____	_____
Batch Date _____	No. 8	_____	_____	_____	_____	_____
Concrete Temp. _____ °F	No. 16	_____	_____	_____	_____	_____
Comp. Strength-Average _____ °F	No. 30	_____	_____	_____	_____	_____

EXAMPLE FORM A (CONTINUED)

7 day avg. _____ psi	No. 50	_____	_____	_____	_____	_____
28 day avg. _____ psi	No. 100	_____	_____	_____	_____	_____
	No. 200	_____	_____	_____	_____	_____

Comments: _____

Signature: _____ Date: _____

Title: _____

Organization: _____

EXAMPLE FORM B

CONCRETE SUPPLIER: _____

MATERIAL TRAIL BATCH NUMBER - proportions per cubic yard

1 2 3 4

1.0 Cement Source: _____

Type _____ lb lb lb lb

1.1 Other Cementitious Material Sources: _____

Type _____ lb lb lb lb

2.0 Aggregate No. 1 Size _____ Source: _____

SSD _____ lb lb lb lb

Alternate No. 1 Lightweight Aggregates Type _____ Source: _____

Sp. Gr. Factor _____

Oven Dry _____ lb lb lb lb

Wet _____ lb lb lb lb

2.1 Aggregate No. 2 Size _____ Source: _____

SSD _____ lb lb lb lb

2.2 Aggregate Nos. 3, 4, n) Size _____ Source: _____

SSD _____ lb lb lb lb

3.0 Water _____ lb lb lb lb

4.0 Admixtures Source: _____

_____ Type _____ oz oz oz oz

_____ Type _____ oz oz oz oz

_____ Type _____ oz oz oz oz

EXAMPLE FORM B (CONTINUED)

5.0 Other Materials

_____ Type _____ lb _____ lb _____ lb _____ lb

Total Mass: _____ lb _____ lb _____ lb _____ lb

Total Mass/cy: _____ pcy _____ pcy _____ pcy _____ pcy

Relative Cubic Yard Volume: _____ cy _____ cy _____ cy _____ cy

Water-Cementitious Material Ratio:

Fresh Concrete Properties

TRAIL BATCH NUMBER

	<u>## -1</u>	<u>## -2</u>	<u>## -3</u>	<u>## -4</u>
Slump-inches	_____	_____	_____	_____
Air-Content %	_____	_____	_____	_____
Unit Wt. pcf	_____	_____	_____	_____
Concrete Temp. °F	_____	_____	_____	_____
Compressive Strength Results (ASTM C192, C39) or Other Specified Test Requirements				
7 days	_____	_____	_____	_____
	_____	_____	_____	_____
	_____	_____	_____	_____
Average (7 day)	_____	_____	_____	_____

EXAMPLE FORM B (CONTINUED)

28 days	_____	_____	_____	_____
	_____	_____	_____	_____
	_____	_____	_____	_____
Average (28 day)	_____	_____	_____	_____
Water-Cementitious Material Ratio:	_____	_____	_____	_____

Signature: _____ Date: _____

Title: _____

Organization: _____

END OF SECTION 030000

SECTION 034000.02 - PRECAST CONCRETE MANHOLES

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. Under this section, the Contractor shall furnish and construct precast concrete manholes, including drops and manhole stacks of types and at locations shown on the Drawings and/or scheduled.
- B. This section includes additional excavation to widen and deepen sewer trenches for manhole construction, furnishing and installing concrete of classes called for, brick, Portland cement mortar, reinforcing steel, precast concrete pipe, integral base sections, bottom riser sections, transition sections, riser sections, eccentric cones, flat slab tops and adjusting rings, flexible manhole connections, pipe for drop connections, plugging lifting holes, pointing joints, forming channels through manhole bottoms, making watertight connections to new and existing sewers, and other work incidental to manhole construction.

1.3 QUALITY ASSURANCE

- A. In addition to requirements of these specifications, comply with manufacturer's instructions and recommendations for work.

1.4 DEFINITIONS

- A. The various types of manholes are as shown on the Drawings or in the Standard Details.

1.5 SUBMITTALS

- A. Manufacturer's Shop Drawings and Certificates
 - 1. Precast Concrete Manhole Sections and Specials
 - 2. Flexible Joints
- B. Supplier's Certificates
 - 1. Reinforced Concrete Pipe Manhole Sections.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Precast Concrete Pipe Manhole Sections

1. Precast concrete pipe manhole sections, transition sections, eccentric cones, flat slab tops, and adjusting rings shall conform to ASTM Specification C 478. Reinforcing in transition sections shall be equal to that specified for wall sections of the larger diameter.
2. Joints shall be O-ring type conforming to ASTM Specification C 443.
3. The standard length of riser sections shall be 48 in. Lengths of 32 in. or 16 in. shall be used to meet required dimensions and as specified.
4. Openings for connecting pipes in riser sections, bottom riser sections, and integral base sections, and for access in flat slabs shall be preformed or cored by the manufacturer. Cut-out openings shall be made immediately after the pipe is removed from the casting form. All cored openings for sewer pipe connections shall have flexible joints.
5. Specified manhole steps shall be factory installed to provide a continuous ladder of 16 in. c/c rung spacing. Steps shall be placed in the forms and cast in pipe wall or placed immediately after the pipe is removed from casting and carefully mortared in place with nonshrink mortar to insure a watertight joint. If the outer surface of the pipe wall is pierced, the patch shall be completely covered with a bituminous sealer.
6. Where pressure tight manhole frames and covers are called for, threaded inserts shall be cast in eccentric cones or flat slab tops and holes formed or cored in adjusting rings to match bolt size and spacing specified for manhole casting.

B. Manhole frames, covers, and steps utilized shall comply with their respective specification.

C. Mortar

1. Mortar used for the structures herein specified shall conform to Specifications for Mortar for Unit Masonry, ASTM Designation C 270 Type S, containing no masonry cement. The mortar shall be composed of one part Portland cement to two parts sand by volume.
2. Materials for nonshrinking grout shall conform to CRD-C "Corps of Engineers Specifications for Non- Shrink Grout". Approved products are "Sauereisen F-100 Grout" by Sauereisen Cements Co.; "Five Star Grout" by U.S. Grout Corporation; "Masterflow 713" by Master Builders; "Euco N-S" by Euclid Chemical Company.

D. All cast-in-place concrete used for forming channels in manhole bottoms shall be Class B as specified in the Section 030000.

E. Reinforcing steel used in cast-in-place concrete shall meet the requirements of Section 030000.

- F. Flexible joints for precast manhole pipe openings herein specified shall conform to ASTM designation C 923, "A-Lok" Type as manufactured by A-Lok Products; or an approved equivalent.
- G. The pipe and size for manhole drops shall conform to the Standard Details and its respective specification contained herein.
- H. Brick used for catch basin and manhole construction shall conform to Specifications for Sewer and Manhole Brick (made from clay or shale), ASTM Designation C 32, and shall be Grade "MS" unless otherwise specified.

PART 3 - EXECUTION

3.1 LOCATION AND CONSTRUCTION

- A. Location and type of manhole installed shall be as shown on the Drawings or directed.
- B. Construction shall be in conformance with details shown on the Drawings and as specified under this section.

3.2 INSTALLATION OF INTEGRAL BASE SECTIONS

- A. Class B concrete shall be poured so as to provide a minimum of 4-in. thick pad under the entire area of the manhole base. Place the manhole on the pad before the concrete is completely set so that final leveling adjustment can be made.
- B. 6" Granular backfill bedding can be used in lieu of Class B concrete.

3.3 CHANNELING MANHOLE BOTTOMS

- A. The bottoms of all manholes shall be channeled to conduct flow in the planned direction. Channels shall be the true shape of the lower half of the sewer pipe and shall match inverts of connecting pipe at the manhole wall.
- B. In integral base sections (only) channels may be constructed using brick and Portland cement mortar. Mortar shall be 3/4-in. thick minimum between bricks and between bricks and concrete and 1-in. thick minimum on all exposed surfaces.

3.4 PRECAST CONCRETE RISER SECTIONS

- A. The shortest length of riser section to be incorporated into the manhole shall be installed immediately below the flat slab top.
- B. Pipe section joints shall be pointed and lifting holes filled with nonshrinking mortar.

3.5 SPECIAL PROVISIONS

- A. The intent of this section is to identify requirements only associated with improvements, or rehabilitation of existing sewerage manholes.
- B. The installation of bottom riser sections shall be as follows:
 - 1. The base shall be of Class A concrete as specified in Section 030000 9 in. thick minimum placed on undisturbed earth.
 - 2. The cut-out riser section shall be blocked in place above the pipe and the concrete base poured in place. Concrete shall be extended above the lower rim of the riser wall as required to provide a watertight seal around the entire circumference of the riser section.
 - 3. On straight runs the Contractor may carry the sewer pipe through the manhole and break out the top half after the fill concrete has set. In all cases the sewer pipe shall extend through the manhole wall to the inside face.
- C. All manholes for sanitary sewers shall have an application of Thoro-Seal or other approved coating (any color but gray).

END OF SECTION 034000.02

SECTION 034000.08- PRECAST CONCRETE VAULTS

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 SUMMARY

- A. Furnish and install precast concrete vaults at the locations shown on the plans.

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 dimension drawings, technical data and application instructions.

PART 2 - PRODUCTS

2.1 SIZE, DIMENSIONS

- A. Vault dimensions shall conform nominally to those shown on the plans.

2.2 MATERIALS

- A. The materials used in the manufacture of the vaults shall conform to the following requirements:
 - 1. Cement: Portland Cement, Type II, conforming to ASTM C150 or ASTM C175.
 - 2. Concrete Aggregate: ASTM C33. The maximum size of aggregate shall not be more than one inch (1").
 - 3. Reinforcing Steel: ASTM A615, Grade 60.
 - 4. Gaskets: All joints shall be sealed against water leakage in or out by an acid-resistant and base-resistant flexible joint sealer material.
 - 5. Wall pipes: Cast iron, AWWA C110.

2.3 QUALITY CONTROL

- A. Precast concrete containing hairline cracks which are visible but not measurable by ordinary means may be accepted. Cracks of width measurable by ordinary means (0.01 inch wide and over) shall cause rejection. The Engineer shall make the final decision on whether the cracks are acceptable or not, and if the cracks are detrimental to the member structurally.
- B. Surfaces shall be devoid of any honeycomb, evidence of spalling, holes, or voids. Such imperfections may be patched, except those reaching into reinforcing.
- C. Precast concrete units which do not conform to the specified requirements, including strength, dimensional tolerances, and finishes, shall be replaced with precast concrete units that meet the requirements of this section. The Contractor shall also be responsible for the expense of corrections to any other work affected by or resulting from corrections to the precast concrete work. All corrections shall be made promptly and at no additional expense to the Owner.

2.4 CONSTRUCTION

- A. The vault shall be constructed of properly reinforced 5,000 psi, 28-day compression strength precast concrete. All reinforced concrete shall be of such thickness and properly reinforced to support the full earth loads and hydrostatic forces that will be imposed on it. Minimum wall and bottom slab thickness shall be six inches (6"). The vault shall be prefabricated in as few sections as possible for ease in shipment and handling. Design and construction of precast units shall conform to ASTM C913.
- B. Individual vault sections shall be joined one to another with a horizontal tongue and groove joint. Each joint shall be sealed with a 4" x 1/2" neoprene gasket. All joints shall be watertight. Non-compression joints with grout sealing compounds will not be acceptable. The neoprene gasket shall be installed and compressed to fit the contour of the receiving "groove" of each casting within the system before the adjoining "tongue" section is set into position.
- C. Wall pipes, sleeves, manhole covers, etc. of the indicated sizes and locations shall be cast into the structure at the time of manufacture.

2.5 SUGGESTED MANUFACTURER

- A. The precast concrete vaults shall be a product of Mack Vault, Valley City, Ohio; Norweco, Norwalk, Ohio; or approval equal.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Install units on six-inch (6") minimum thickness gravel bedding.
- B. Backfill with approved granular material compacted in six-inch (6") lifts.
- C. Fill unit with clean water prior to backfilling.

END OF SECTION 034000.08

SECTION 055800 - METAL FABRICATIONS

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 metal fabrications:
 - 1. Rough hardware.
 - 2. Ladders
 - 3. Loose bearing and leveling plates.
 - 4. Loose steel lintels.
 - 5. Shelf and relieving angles.
 - 6. Miscellaneous framing and supports for the following:
 - a. Overhead doors.
 - b. Suspended toilet partitions.
 - c. Applications where framing and supports are not specified in other sections.
 - 7. Miscellaneous steel trim, including the following:
 - a. Edgings.
 - 8. Pipe bollards.
 - 9. Steel Pipe Railings
- B. Related Sections: The following Sections contain requirements that relate to this Section:
 - 1. Division 5 Section "Structural Steel" for structural steel framing system components.
 - 2. Division 5 Section "Alternating Tread Steel Stairs".

1.3 SUBMITTALS

- A. General: Submit each item in this Article according to the Conditions of the Contract and Division 1 Specification Sections.
- B. Product data for nonslip aggregates and nonslip aggregate surface finishes, paint products, and grout.
- C. Shop drawings detailing fabrication and erection of each metal fabrication indicated. Include plans, elevations, sections, and details of metal fabrications and their connections. Show anchorage and accessory items. Provide templates for anchors and bolts specified for installation under other Sections.

- D. Welder certificates signed by Contractor certifying that welders comply with requirements specified under the "Quality Assurance" Article.
- E. Qualification data for firms and persons specified in the "Quality Assurance" Article to demonstrate their capabilities and experience. Include a list of completed projects with project name, addresses, names of architects and owners, and other information specified.

1.4 QUALITY ASSURANCE

- A. Fabricator Qualifications: Firm experienced in producing metal fabrications similar to those indicated for this Project with a record of successful in-service performance, and with sufficient production capacity to produce required units without delaying the Work.
- B. Welding Standards: Comply with applicable provisions of AWS D1.1 "Structural Welding Code--Steel," AWS D1.2 "Structural Welding Code--Aluminum," and AWS D1.3 "Structural Welding Code--Sheet Steel."
 - 1. Certify that each welder has satisfactorily passed AWS qualification tests for welding processes involved and, if pertinent, has undergone recertification.

1.5 SYSTEM PERFORMANCE REQUIREMENTS

- A. Handrails: Capable of withstanding the following loads applied as indicated:
 - 1. Concentrated load of 200 lbf applied at any point nonconcurrently, vertically downward or horizontally.
 - 2. Uniform load of 50 lbf per linear foot applied nonconcurrently, vertically downward or horizontally.
 - 3. Concentrated and uniform loads above need not be assumed to act concurrently.

1.6 PROJECT CONDITIONS

- A. Field Measurements: Check actual locations of walls and other construction to which metal fabrications must fit by accurate field measurements before fabrication. Show recorded measurements on final shop drawings. Coordinate fabrication schedule with construction progress to avoid delaying the Work.
 - 1. Where field measurements cannot be made without delaying the Work, guarantee dimensions and proceed with fabricating products without field measurements. Coordinate construction to ensure that actual dimensions correspond to guaranteed dimensions. Allow for trimming and fitting.

PART 2 - PRODUCTS

2.1 FERROUS METALS

- A. Metal Surfaces, General: For metal fabrications exposed to view in the completed Work, provide materials selected for their surface flatness, smoothness, and freedom from surface blemishes. Do not use materials with exposed pitting, seam marks, roller marks, rolled trade names, or roughness.
- B. Steel Plates, Shapes, and Bars: ASTM A 36 (ASTM A 36M).
- C. Rolled Steel Floor Plates: ASTM A 786 (ASTM A 786M).
- D. Steel Pipe: ASTM A 53, standard weight (schedule 40), unless otherwise indicated, or another weight required by structural loads.
 - 1. Black finish, unless otherwise indicated.
 - 2. Galvanized finish for exterior installations and where indicated.
- E. Gray-Iron Castings: ASTM A 48, Class 30.
- F. Malleable-Iron Castings: ASTM A 47, Grade 32510 (ASTM A 47M, Grade 22010).
- G. Cast-in-Place Anchors in Concrete: Anchors of type indicated below, fabricated from corrosion-resistant materials capable of sustaining, without failure, the load imposed within a safety factor of 4, as determined by testing per ASTM E 488, conducted by a qualified independent testing agency.
 - 1. Threaded or wedge type; galvanized ferrous castings, either ASTM A 47 (ASTM A 47M) malleable iron or ASTM A 27 (ASTM A 27M) cast steel. Provide bolts, washers, and shims as required, hot-dip galvanized per ASTM A 153.
- H. Welding Rods and Bare Electrodes: Select according to AWS specifications for the metal alloy to be welded.

2.2 PAINT

- A. Shop Primer for Ferrous Metal: Fast-curing, lead- and chromate-free, universal modified-alkyd primer complying with performance requirements of FS TT-P-664, selected for good resistance to normal atmospheric corrosion, compatibility with finish paint systems indicated, and capability to provide a sound foundation for field-applied topcoats despite prolonged exposure.
- B. Galvanizing Repair Paint: High-zinc-dust-content paint for regalvanizing welds in galvanized steel, with dry film containing not less than 94 percent zinc dust by weight, and complying with DOD-P-21035 or SSPC-Paint 20.
- C. Bituminous Paint: Cold-applied asphalt mastic complying with SSPC-Paint 12, except containing no asbestos fibers.

2.3 FASTENERS

- A. General: Provide plated fasteners complying with ASTM B 633, Class Fe/Zn 25 for electrodeposited zinc coating, for exterior use or where built into exterior walls. Select fasteners for the type, grade, and class required.
- B. Bolts and Nuts: Regular hexagon-head bolts, ASTM A 307, Grade A (ASTM F 568, Property Class 4.6), with hex nuts, ASTM A 563 (ASTM A 563M), and, where indicated, flat washers.
- C. Machine Screws: ANSI B18.6.3 (ANSI B18.6.7M).
- D. Lag Bolts: ANSI B18.2.1 (ANSI B18.2.3.8M).
- E. Wood Screws: Flat head, carbon steel, ANSI B18.6.1.
- F. Plain Washers: Round, carbon steel, ANSI B18.22.1 (ANSI B18.22M).
- G. Lock Washers: Helical, spring type, carbon steel, ANSI B18.21.1.
- H. Expansion Anchors: Anchor bolt and sleeve assembly of material indicated below with capability to sustain, without failure, a load equal to 6 times the load imposed when installed in unit masonry and equal to 4 times the load imposed when installed in concrete as determined by testing per ASTM E 488 conducted by a qualified independent testing agency.
 - 1. Material: Carbon steel components zinc-plated to comply with ASTM B 633, Class Fe/Zn 5.
 - 2. Material: Group 1 alloy 304 or 316 stainless-steel bolts and nuts complying with ASTM F 593 (ASTM F 738M) and ASTM F 594 (ASTM F 836M).
- I. Toggle Bolts: FS FF-B-588, tumble-wing type, class and style as required.

2.4 CONCRETE FILL

- A. Concrete Materials and Properties: Comply with requirements of Division 3 Section "Cast-in-Place Concrete" for normal-weight, air-entrained, ready-mix concrete with a minimum 28-day compressive strength of 3000 psi (20 MPa), unless higher strengths are indicated.

2.5 FABRICATION, GENERAL

- A. Form metal fabrications from materials of size, thickness, and shapes indicated but not less than that needed to comply with performance requirements indicated. Work to dimensions indicated or accepted on shop drawings, using proven details of fabrication and support. Use type of materials indicated or specified for various components of each metal fabrication.
- B. Form exposed work true to line and level with accurate angles and surfaces and straight sharp edges.

- C. Allow for thermal movement resulting from the following maximum change (range) in ambient temperature in the design, fabrication, and installation of installed metal assemblies to prevent buckling, opening up of joints, and overstressing of welds and fasteners. Base design calculations on actual surface temperatures of metals due to both solar heat gain and nighttime sky heat loss.
 - 1. Temperature Change (Range): 100 deg F (55.5 deg C).
- D. Shear and punch metals cleanly and accurately. Remove burrs.
- E. Ease exposed edges to a radius of approximately 1/32 inch (1 mm), unless otherwise indicated. Form bent-metal corners to smallest radius possible without causing grain separation or otherwise impairing work.
- F. Remove sharp or rough areas on exposed traffic surfaces.
- G. Weld corners and seams continuously to comply with the following:
 - 1. Use materials and methods that minimize distortion and develop strength and corrosion resistance of base metals.
 - 2. Obtain fusion without undercut or overlap.
 - 3. Remove welding flux immediately.
 - 4. At exposed connections, finish exposed welds and surfaces smooth and blended so that no roughness shows after finishing, and contour of welded surface matches those adjacent.
- H. Form exposed connections with hairline joints, flush and smooth, using concealed fasteners wherever possible. Use exposed fasteners of type indicated or, if not indicated, Phillips flat-head (countersunk) screws or bolts. Locate joints where least conspicuous.
- I. Provide for anchorage of type indicated; coordinate with supporting structure. Fabricate and space anchoring devices to secure metal fabrications rigidly in place and to support indicated loads.
- J. Shop Assembly: Preassemble items in shop to greatest extent possible to minimize field splicing and assembly. Disassemble units only as necessary for shipping and handling limitations. Use connections that maintain structural value of joined pieces. Clearly mark units for reassembly and coordinated installation.
- K. Cut, reinforce, drill, and tap metal fabrications as indicated to receive finish hardware, screws, and similar items.
- L. Fabricate joints that will be exposed to weather in a manner to exclude water, or provide weep holes where water may accumulate.

2.6 ROUGH HARDWARE

- A. Furnish bent, or otherwise custom-fabricated, bolts, plates, anchors, hangers, dowels, and other miscellaneous steel and iron shapes as required for framing and supporting woodwork, and for anchoring or securing woodwork to concrete or other structures. Straight bolts and other stock rough hardware items are specified in Division 6 Sections.
- B. Fabricate items to sizes, shapes, and dimensions required. Furnish malleable-iron washers for heads and nuts that bear on wood structural connections, and furnish steel washers elsewhere.

2.7 STEEL LADDERS

- A. General: Fabricate ladders for the locations shown, with dimensions, spacings, details, and anchorages as indicated. Comply with requirements of ANSI A14.3.
- B. Siderails: Continuous, steel, 1/2-by-2-1/2-inch (12-by-64-mm) flat bars, with eased edges, spaced 18 inches (460 mm) apart.
- C. Bar Rungs: 3/4-inch- (19-mm-) diameter steel bars, spaced 12 inches (300 mm) o.c.
- D. Fit rungs in centerline of side rails, plug weld and grind smooth on outer rail faces.
- E. Support each ladder at top and bottom and at intermediate points spaced not more than 60 inches (1500 mm) o.c. with welded or bolted steel brackets.
 - 1. Size brackets to support design dead and live loads indicated and to hold centerline of ladder rungs clear of the wall surface by not less than 7 inches (180 mm).
 - 2. Extend side rails 42 inches (1.1 m) above top rung, and return rails to wall or structure unless other secure handholds are provided. If the adjacent structure does not extend above the top rung, goose-neck the extended rails back to the structure to provide secure ladder access.
- F. Provide nonslip surfaces on top of each rung, either by coating the rung with aluminum-oxide granules set in epoxy-resin adhesive, or by using a type of manufactured rung that is filled with aluminum-oxide grout.

2.8 LOOSE BEARING AND LEVELING PLATES

- A. Provide loose bearing and leveling plates for steel items bearing on masonry or concrete construction, made flat, free from warps or twists, and of the required thickness and bearing area. Drill plates to receive anchor bolts and for grouting as required. Galvanize after fabrication.

2.9 LOOSE STEEL LINTELS

- A. Fabricate loose structural steel lintels from steel angles and shapes of size indicated for openings and recesses in masonry walls and partitions at locations indicated.
- B. Weld adjoining members together to form a single unit where indicated.
- C. Size loose lintels for equal bearing of 1 inch per foot (85 mm per m) of clear span but not less than 8 inches (200 mm) bearing at each side of openings, unless otherwise indicated.
- D. Galvanize loose steel lintels located in exterior walls.

2.10 MISCELLANEOUS FRAMING AND SUPPORTS

- A. General: Provide steel framing and supports for applications indicated that are not a part of structural steel framework as required to complete the Work.
- B. Fabricate units to sizes, shapes, and profiles indicated and required to receive other adjacent construction retained by framing and supports. Fabricate from structural steel shapes, plates, and steel bars of welded construction using mitered joints for field connection. Cut, drill, and tap units to receive hardware, hangers, and similar items.
 - 1. Equip units with integrally welded anchors for casting into concrete or building into masonry. Furnish inserts if units must be installed after concrete is placed.
 - a. Except as otherwise indicated, space anchors 24 inches (600 mm) o.c. and provide minimum anchor units in the form of steel straps 1-1/4 inches (32 mm) wide by 1/4 inch (6 mm) thick by 8 inches (200 mm) long.
- C. Fabricate support for suspended toilet partitions as follows:
 - 1. Beams: Continuous steel shapes of size required to limit deflection to $L/360$ between hangers, but use not less than C8 by 11.5 (C200 by 17.1) channels or another shape with equivalent structural properties.
 - 2. Hangers: Steel rods, 1/2-inch (13-mm) minimum diameter, spaced not more than 36 inches (900 mm) o.c. Thread rods to receive anchor and stop nuts. Fit hangers with wedge-shaped washers for full bearing on sloping flanges of support beam.
 - 3. Braces and Angles: Steel angles of size required for rigid support of beam and for secure anchorage.

2.11 MISCELLANEOUS STEEL TRIM

- A. Unless otherwise indicated, fabricate units from structural steel shapes, plates, and bars of profiles shown with continuously welded joints, and smooth exposed edges. Miter corners and use concealed field splices wherever possible.
- B. Provide cutouts, fittings, and anchorages as required to coordinate assembly and installation with other work. Provide anchors, welded to trim, for embedding in concrete or masonry construction, spaced not more than 6 inches (150 mm) from each end, 6 inches (150 mm) from corners, and 24 inches (600 mm) o.c., unless otherwise indicated.

2.12 STRUCTURAL STEEL DOOR FRAMES

- A. Fabricate steel door frames from structural shapes and bars of size and to dimensions indicated, fully welded together. Plug-weld built-up members and continuously weld exposed joints.
- B. Provide steel strap anchors for securing door frames into adjoining concrete or masonry, using 1/8-by-2-inch (3-by-50-mm) straps of the length required for a minimum 8-inch (200-mm) embedment, unless otherwise indicated. Weld anchors to frame jambs no more than 12 inches (300 mm) from both bottom and head of frame and space anchors not more than 30 inches (750 mm) apart.
- C. Galvanize frames and anchors in the following locations:
 - 1. Exterior locations.

2.13 STEEL PIPE AND HANDRAILS

- A. General: Fabricate pipe handrails to comply with requirements indicated for design, dimensions, details, finish and member sizes, including wall thickness of pipe, and anchorage, but not less than that required to support structural loads.
- B. Interconnect handrail members by butt-welding or welinding with internal connectors, at fabricator's option, unless otherwise indicated.
- C. For changes in direction of railing members as follows:
 - 1. By radius bends.
- D. Form simple and compound curves by bending pipe in jigs to produce uniform curvature for each repetitive configuration required; maintain cylindrical cross-section of pipe throughout entire bend without buckling, twisting, cracking, or otherwise deforming exposed surfaces of pipe.
- E. Provide wall returns at ends of wall-mounted handrails.
- F. Close exposed ends of pipe by welding 3/16 inch thick steel plate in place or by use of prefabricated fittings.
- G. Brackets, flanges, fittings, and Anchors: Provide wall brackets, end closurers, flanges, miscellaneous fittings, and anchors for interconnections of pipe and attachment of rails and handrails to other work. Furnish inserts and other anchorage devices for connecting rails and handrails to masonry work.
- H. For interior steel handrails formed from steel pipe with black finish, provide nongalvanized ferrous metal fittings, brackets, fasteners and sleeves.

2.14 PIPE BOLLARDS

- A. Fabricate pipe bollards from Schedule 80 steel pipe. Cap bollards with 1/4-inch (6.4-mm) minimum steel plate.
- B. Fabricate sleeves for bollard anchorage from steel pipe with 1/4-inch- (6.4-mm-) thick steel plate welded to bottom of sleeve.

2.15 FINISHES, GENERAL

- A. Comply with NAAMM "Metal Finishes Manual" for recommendations relative to applying and designing finishes.
- B. Finish metal fabrications after assembly.

2.16 STEEL AND IRON FINISHES

- A. Galvanizing: For those items indicated for galvanizing, apply zinc coating by the hot-dip process complying with the following requirements:
 - 1. ASTM A 153 for galvanizing iron and steel hardware.
 - 2. ASTM A 123 for galvanizing both fabricated and unfabricated iron and steel products made of uncoated rolled, pressed, and forged shapes, plates, bars, and strip 0.0299 inch (0.76 mm) thick or thicker.
- B. Preparation for Shop Priming: Prepare uncoated ferrous metal surfaces to comply with minimum requirements indicated below for SSPC surface preparation specifications and environmental exposure conditions of installed metal fabrications:
 - 1. Exteriors (SSPC Zone 1B): SSPC-SP 6 "Commercial Blast Cleaning."
 - 2. Interiors (SSPC Zone 1A): SSPC-SP 3 "Power Tool Cleaning."
- C. Apply shop primer to uncoated surfaces of metal fabrications, except those with galvanized finishes or to be embedded in concrete, sprayed-on fireproofing, or masonry, unless otherwise indicated. Comply with requirements of SSPC-PA 1 "Paint Application Specification No. 1" for shop painting.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Coordinate and furnish anchorages, setting drawings, diagrams, templates, instructions, and directions for installing anchorages, including concrete inserts, sleeves, anchor bolts, and miscellaneous items having integral anchors that are to be embedded in concrete or masonry construction. Coordinate delivery of such items to Project site.
- B. Set sleeves in concrete with tops flush with finish surface elevations. Protect sleeves from water and concrete entry.

3.2 INSTALLATION, GENERAL

- A. Fastening to In-Place Construction: Provide anchorage devices and fasteners where necessary for securing miscellaneous metal fabrications to in-place construction. Include threaded fasteners for concrete and masonry inserts, toggle bolts, through-bolts, lag bolts, wood screws, and other connectors as required.
- B. Cutting, Fitting, and Placement: Perform cutting, drilling, and fitting required for installing miscellaneous metal fabrications. Set metal fabrication accurately in location, alignment, and elevation; with edges and surfaces level, plumb, true, and free of rack; and measured from established lines and levels.
- C. Provide temporary bracing or anchors in formwork for items that are to be built into concrete masonry or similar construction.
- D. Fit exposed connections accurately together to form hairline joints. Weld connections that are not to be left as exposed joints but cannot be shop-welded because of shipping size limitations. Do not weld, cut, or abrade the surfaces of exterior units that have been hot-dip galvanized after fabrication and are intended for bolted or screwed field connections.
- E. Field Welding: Comply with the following requirements:
 - 1. Materials and methods that minimize distortion and develop strength and corrosion resistance of base metals.
 - 2. Fusion without undercut or overlap.
 - 3. Welding flux immediately.
 - 4. Exposed connections, finish exposed welds and surfaces smooth and blended so that no roughness shows after finishing, and contour of welded surface matches those adjacent.

3.3 SETTING LOOSE PLATES

- A. Clean concrete and masonry bearing surfaces of bond-reducing materials, and roughen to improve bond to surfaces. Clean bottom surface of bearing plates.
- B. Set loose leveling and bearing plates on wedges or other adjustable devices. After the bearing members have been positioned and plumbed, tighten the anchor bolts. Do not remove wedges or shims, but if protruding, cut off flush with the edge of the bearing plate before packing with grout.
 - 1. Use nonshrink, metallic grout in concealed locations where not exposed to moisture; use nonshrink, nonmetallic grout in exposed locations, unless otherwise indicated.
 - 2. Pack grout solidly between bearing surfaces and plates to ensure that no voids remain.

3.4 INSTALLING SUPPORTS FOR TOILET PARTITIONS

- A. Anchor supports securely and rigidly brace from overhead building structure.

3.5 INSTALLING PIPE BOLLARDS

- A. Anchor bollards in concrete with pipe sleeves preset and anchored into concrete. After bollards have been inserted into sleeves, fill annular space between bollard and sleeve solidly with nonshrink, nonmetallic grout, mixed and placed to comply with grout manufacturer's directions.
- B. Fill bollards solidly with concrete, mounding top surface.

3.6 ADJUSTING AND CLEANING

- A. Touchup Painting: Cleaning and touchup painting of field welds, bolted connections, and abraded areas of the shop paint on miscellaneous metal is specified in Division 9 Section "Painting."
- B. For galvanized surfaces, clean welds, bolted connections, and abraded areas, and apply galvanizing repair paint to comply with ASTM A 780.

END OF SECTION 055800

SECTION 099770 - SPECIAL COATINGS

PART 1 – GENERAL

1.1 SUMMARY

- A. Work covered by this Section includes the furnishing and application of paints, stains, primers, varnishes and other finish, decorative and protective coatings.
- B. Shop priming and factory prefinishing are required on some, but not necessarily all, of the items described in other sections.
- C. Extent of work:
 - 1. All new process equipment and process piping.
 - 2. All building and room surfaces as indicated on the plans or as scheduled.
 - 3. All conduits, ducts, drains, etc of other trades unless such product is deemed having an acceptable factory pre-finish, under the following conditions:
 - a. When specifically called out as requiring special coating protection.

1.2 DEFINITIONS

- A. Special coating systems are defined as those types of materials and methods of application requiring more than normal skills and techniques for mixing, handling and application, as specified in the "Painting" section.
 - 1. The term "special coating systems" as used in this section includes applied materials used in prime, intermediate and finish coats.
 - 2. The word "paint", as applied in this and or other Sections shall apply to all special coatings required herein for the protection of materials from corrosive environment, weathering processes, or for aesthetic or other reasons.
 - 3. The term "exposed surfaces" is defined to include areas visible when permanent or built-in fixtures, convector covers, covers for finned tube radiation, grilles, and similar components are in place in areas to be coated. Extend special coatings in these areas as required to maintain the coating system integrity and provide desired protection.

1.3 SUBMITTALS

- A. Product Data: Submit manufacturer's technical information including basic materials analysis and application instructions for each coating material specified.
 - 1. List each material and cross-reference to the specific coating and finish system and application. Identify each material by the manufacturer's catalog number and general classification.
 - 2. In the event that the submittal requests a substitution then the following ASTM test results from an independent testing laboratory for the referenced products shall be included:

ASTM B 117 Salt Fog
ASTM D 3359 (Method A and B) Adhesion Test
ASTM G8, Method A Cathodic Disbondment
ASTM D 4541 (Elcometer)
ASTM D 4060 Taber Abrasion
ASTM D 522 (Conical Mandrel)
ASTM D 3363 Pencil Hardness
ASTM D 2794 Impact
ASTM G 53 QUV Exposure
ASTM D 2240 Durometer, Shore D
ASTM D 870 Immersion (Potable Water)
ASTM E 96 Moisture Vapor Transmission
ASTM D 2370 Tensile Strength and Elongation
ASTM D 638 Tear Strength

- B. Manufacturer's representative color and texture sample cards shall be submitted to the Engineer at least 30 days prior to paint application. Contractor shall coordinate work so as to allow sufficient time for paint to be delivered to the job site.

1.4 QUALITY ASSURANCE

- A. Single Source Responsibility: Provide primers and other undercoat material produced by the same manufacturer as the finish coats. Use only thinners recommended by the manufacturer, and only within recommended limits.
- B. Coordination of Work: Review other sections of these specifications in which other coatings are to be provided to ensure compatibility of the total coatings systems for various substrates.
1. Upon request, furnish information on the characteristics of pre-primed materials, to ensure that provisions for specified finish coats can be appropriately applied.
 2. Notify the Engineer of any anticipated problems involved in using the coatings systems as specified.

1.5 DELIVERY, STORAGE AND HANDLING

- A. Deliver materials to the job site in the manufacturer's original, new, unopened packages and containers bearing manufacturer's name and label and the following information:
1. Name or title of material.
 2. Federal Specification number, if applicable.
 3. Manufacturer's stock number and date of manufacture.
 4. Manufacturer's name.
 5. Contents by volume, for major pigment and vehicle constituents.
 6. Thinning instructions.
 7. Application instructions.
 8. Color name and number.
 9. Handling instructions and precautions.

- B. Store materials not in actual use in tightly covered containers at a minimum ambient temperature of 45 deg. F (7 deg. C) in a well ventilated area. Maintain containers used in storage of coatings in a clean condition, free of foreign materials and residue.
 - 1. Protect from freezing where necessary. Keep storage area neat and orderly. Remove oily rags and waste daily. Take all necessary precautionary measures to ensure that workmen and work areas are adequately protected from fire hazards and health hazards resulting from handling, mixing and application of stains.
- C. No material shall be applied unless the containers are opened in the presence of the Owner's Representative.

1.6 PROJECT CONDITIONS

- A. Apply coatings only when the temperature of surfaces to be coated and surrounding air temperatures are above 45 deg. F (7 deg. C), unless otherwise permitted by manufacturer's printed instructions.
- B. Do not apply coatings in snow, rain, fog or mist, or when the relative humidity exceeds 85%, or to damp or wet surfaces unless otherwise permitted by manufacturer's printed instructions. Allow wet surfaces to dry thoroughly and attain the temperature and conditions specified before proceeding with or continuing with the coating operation.
 - 1. Work may continue during inclement weather only if areas and surfaces to be coated are enclosed and the temperature within the area can be maintained within limits specified by the manufacturer during application and drying periods.
- C. Report to responsible person such as safety personnel, General Trades Superintendent, etc., any condition which may pose a threat to the health and welfare of employees.
- D. Keep working area clean and safe.
- E. Obey all job site rules and regulations.
- F. Surfaces not to be painted; unless specifically stated otherwise:
 - 1. Face brick
 - 2. Pre-finished wall panels, partitions and ceiling tile
 - 3. Items with acceptable factory-applied final finish
 - 4. Concealed ducts, pipes and conduit.
 - 5. Glass, Aluminum, Copper, Bronze, Stainless Steel

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Manufacturers: Subject to compliance with requirements, provide products of one of the following:
 - 1. Tnemec Company, Inc., North Kansas City, Missouri
 - 2. Carboline Company, At. Louis, Missouri
 - 3. Sherwin Williams Company, Cleveland, Ohio

- B. Material Quality: Provide the best quality grade of the various types of coatings as regularly manufactured by acceptable coating manufacturers. Materials not displaying manufacturer's identification as a standard, best-grade product will not be acceptable.
- C. Proprietary names to designate colors or materials are not intended to imply that products of named manufacturers are required to the exclusion of equivalent products of other manufacturers.
- D. Request for substitution shall include manufacturer's literature for each product giving the name, product number, generic type, descriptive information, solids by volume, recommended dry film thickness and certified test reports showing results to equal the performance criteria of the products listed herein.

2.2 COATING SYSTEMS

A. Ferrous Metal:

1. Submerged, Non-Potable

Surface Preparation: SSPC-SP10 Near White Blast

First Coat: Tnemec Series N69 Hi-Build Epoxoline II @ 3.0-5.0 mils dry

Carboline Carboguard 890 @ 3.0 - 5.0 DFT

Sherwin Williams Dura-Plate 235 at 3.0-5.0 mils DFT

Second Coat: Tnemec Series N69 Hi-Build Epoxoline II @ 6.0-8.0 mils dry

Carboline Carboguard 890 @ 4.0 - 6.0 DFT

Sherwin Williams Dura-Plate 235 at 5.0-8.0 mils DFT

NOTE: If shop primed, field surface preparation for weld seams and abraded areas is SSPC-SP-10 and spot prime with Series 161 @ 3-5 mils dry or Carboline Carboguard 890 @ 3.0 - 5.0 DFT or Sherwin Williams Dura-Plate 235 @3.0-5.0 mils DFT.

2. Non-Submerged, Interior Exposure

Surface Preparation: SSPC-SP6 Commercial Blast

First Coat: Tnemec Series N69 Hi-Build Epoxoline II @ 3.0-5.0 mils dry

Carboline Carboguard 60 @ 3.0 - 5.0 DFT

Sherwin Williams Macropoxy 646 at 3.0-5.0 mils DFT

Second Coat: Tnemec Series N69 Hi-Build Epoxoline II @ 4.0-6.0 mils dry

Carboline Carboguard 60 @ 4.0 - 6.0 DFT

Sherwin Williams Macropoxy 646 at 4.0-6.0 mils DFT

NOTE: If shop primed, field surface preparation for weld seams and abraded areas is SSPC-SP-10 and spot prime with Series N69 @ 3-5 mils dry or Carboline Carboguard 60 @ 3.0 - 5.0 DFT or Sherwin Williams Macropoxy 646 at 3.0-5.0 mils DFT.

3. Non-Submerged, Exterior Exposure

Surface Preparation: SSPC-SP6 Commercial Blast

First Coat: Tnemec Series N69 Hi-Build Epoxoline II @ 3.0-5.0 mils dry

Carboline Carboguard 60 @ 3.0 - 5.0 DFT
Sherwin Williams Macropoxy 646 at 3.0-5.0 mils DFT

Second Coat: Tnemec Series 1075 Endura-Shield II @ 2.0-4.0 mils dry

Carboline Carbothane 133 LH @ 3.0 - 5.0 DFT
Sherwin Williams Acrolon 218 HS or Hi-Solids
Polyurethane at 3.0-5.0 mils DFT

NOTE: If shop primed, field surface preparation for weld seams and abraded areas is SSPC-SP-6 and spot prime with Series N69 @ 3-5 mils dry or Carboline Carboguard 60 @ 3.0 - 5.0 DFT or Sherwin Williams Macropoxy 646 at 3.0-5.0 mils DFT.

4. Galvanized Steel (including Bar Joist and Galvanized Steel)

Surface Preparation: SSPC-SPI Solvent Clean on galvanized surfaces.

SSPC-SP7 Brush-Off blast to lightly profile surface.

First Coat: N69 Hi-Build Epoxoline II @ 2.0-4.0 mils dry

Carboline Carboguard 888 @ 3.0 - 4.0 DFT
Sherwin Williams Macropoxy 646 at 3.0-4.0 mils DFT

B. Non-Ferrous Metals:

1. Interior Exposure

Surface Preparation: SSPC-SP1 Solvent Clean and Scarify per SSPC-SP 3

First Coat: Tnemec Series N69 Hi-Build Epoxoline II @ 2.0-3.0 mils dry

Carboline Carboguard 60 @ 3.0 - 5.0 DFT
Sherwin Williams Macropoxy 646 at 3.0-5.0 mils DFT

Second Coat: Tnemec Series N69 Hi-Build Epoxoline II @ 3.0-5.0 mils dry

Carboline Carboguard 60 @ 3.0 - 5.0 DFT
Sherwin Williams Macropoxy 646 at 3.0-5.0 mils DFT

2. Exterior Exposure

Surface Preparation: SSPC-SP1 Solvent Clean and Scarify per SSPC-SP 3

First Coat: Tnemec Series N69 Hi-Build Epoxoline II @ 2.0-3.0 mils dry

Carboline Carboguard 60 @ 3.0 - 5.0 DFT

Sherwin Williams Macropoxy 646 at 3.0-5.0 mils DFT

Second Coat: Tnemec Series 1075 Endura-Shield @ 2.0-4.0 mils dry
Carboline Carbothane 133 LH @ 3.0 - 5.0 DFT
Sherwin Williams Acrolon 218 HS or Hi-Solids
Polyurethane at 3.0-5.0 mils DFT

- C. Wood
- Surface Preparation: Clean and dry
- First Coat: Tnemec Series 36-603 Undercoater @ 300 sq.ft. per gal.
 Carboline Carbocrylic 120 @ 1.0 - 2.0 DFT
 Sherwin Williams Multi Purpose Primer at 1.0-2.0 mils DFT
- Second Coat: Tnemec Series 23 Enduratone @ 400 sq.ft. per gal.
 Carboline Carbocoat 8215 @ 400 sq. ft. per gal.
 Sherwin Williams Pro Mar 200 Alkyd at 400 sqft per gal
- Third Coat Tnemec Series 23 Enduratone @ 400 sq.ft. per gal.
 Carboline Carbocoat 8215 @ 400 sq. ft. per gal.
 Sherwin Williams Pro Mar 200 Alkyd at 400 sqft per gal
- D. PVC Pipe
- Surface Preparation: Lightly sand
- First Coat: Tnemec Series N69 Hi-Build Epoxoline II @ 200 sq.ft. per gal.
- Carboline Carboguard 60 @ 200 sq. ft. per gal.
 Sherwin Williams Macropoxy 646 at 200 sqft per gal

2.3 COLOR CODING AND PROCESS SYSTEM IDENTIFICATION

- A. The following color coding is suggested for **wastewater** transport and treatment systems. Color coding for processing piping, equipment and appurtenances is a suggested system unless otherwise specified or requested by Owner. Final coding to be determined in the field:
1. Equipment - light gray with O.S.H.A. orange coupling guards and O.S.H.A. yellow belt guards.
 2. Pipe Supports - hangers to be same color as piping applied, floor post to be same as adjacent wall color, and fabricated racks to be manufacturer's standard protective finish or paint same as adjacent wall color if not having a suitable protective finish.
 3. Process piping-exposed interior or exterior:
 - a. Submerged Pipe or Supports - Black
 - b. Intermittently Submerged Metals - Black (unless piping as defined otherwise)
 - c. Raw wastewater - Medium Grey*
- *These colors are recommended as standard by WEF.
- C. Miscellaneous, non-process related items such as electrical conduit, duct work, roof drains, etc. are to be properly prepped and finished to match adjacent wall or ceiling color.
1. In situations where two colors do not have sufficient contrast to easily differentiate between them, a six (6) inch band of contrasting color shall be on one of the pipes at approximately thirty (30) inch intervals.

3.2 SURFACE PREPARATION

A. General:

1. Dislodge dirt, rust, plaster nibs, mortar spatter and other dry material by scraping or brushing. Remove dust and loose material by brushing, sweeping, vacuuming or blowing with high-pressure air.
2. Remove oil, wax and grease by scraping off heavy deposits and cleaning with mineral spirits or a hot trisodium phosphate solution followed by a water rinse.
3. Verify that surfaces to be coated are dry, clean and free of dust, dirt, oil, wax grease or other contaminants.

B. Non-Ferrous Metal:

1. SSPC-SPI solvent cleaning to remove all contaminants.

C. Ferrous Metal:

1. Enclosed: Remove loose rust, mill scale and other foreign matter by hand (SSPC-SP2) or power tool (SSPC-SP3) cleaning and apply specified coating before rusting occurs.
2. Non-Submerged, Architecturally Exposed: Society of Protective Coatings, SSPC-SP6 Commercial Blast.
3. Submerged Steel: Society of Protective Coatings, SSPC-SP10 Near White Blast.

D. Galvanized Metal:

1. Remove contaminants and protective mill coating by SSPC-SP1 Solvent Cleaning or steam cleaning. All surfaces shall be prepared by light brush blasting to achieve a minimum 1.0 mil abrasive blast profile

E. Wood:

1. Remove surface deposits of sap and pitch by scraping and cleaning with mineral spirits.
2. Seal knots and pitch pockets with a product manufactured for this specific purpose.
3. Sand rough spots of smooth siding and finish woodwork.
4. After prime coat is dry, fill cracks, holes and scratches with suitable wood filler or spackling compound and when dry, sand flush with surface.
5. Sand lightly between coats.

PART 3 - EXECUTION

3.1 PRE-WORK INSPECTION

- A. Examine surfaces to be coated and report conditions that would adversely affect appearance or performance of coating systems and which cannot be put into an acceptable condition by preparatory work specified in Paragraph 3.2.
- B. Do not proceed with surface preparation and application until surface is acceptable or authorization to proceed is given by the Owner's representative.

3.2 SURFACE PREPARATION

A. General:

1. Dislodge dirt, rust, plaster nibs, mortar spatter and other dry material by scraping or brushing. Remove dust and loose material by brushing, sweeping, vacuuming or blowing with high-pressure air.
2. Remove oil, wax and grease by scraping off heavy deposits and cleaning with mineral spirits or a hot trisodium phosphate solution followed by a water rinse.
3. Verify that surfaces to be coated are dry, clean and free of dust, dirt, oil, wax grease or other contaminants.

B. Non-Ferrous Metal:

1. SSPC-SPI solvent cleaning to remove all contaminants.

C. Ferrous Metal:

1. Enclosed: Remove loose rust, mill scale and other foreign matter by hand (SSPC-SP2) or power tool (SSPC-SP3) cleaning and apply specified coating before rusting occurs.
2. Non-Submerged, Architecturally Exposed: Society of Protective Coatings, SSPC-SP6 Commercial Blast.
3. Submerged Steel: Society of Protective Coatings, SSPC-SP10 Near White Blast.

D. Galvanized Metal:

1. Remove contaminants and protective mill coating by SSPC-SP1 Solvent Cleaning or steam cleaning. All surfaces shall be prepared by light brush blasting to achieve a minimum 1.0 mil abrasive blast profile

E. Wood:

1. Remove surface deposits of sap and pitch by scraping and cleaning with mineral spirits.
2. Seal knots and pitch pockets with a product manufactured for this specific purpose.
3. Sand rough spots of smooth siding and finish woodwork.
4. After prime coat is dry, fill cracks, holes and scratches with suitable wood filler or spackling compound and when dry, sand flush with surface.
5. Sand lightly between coats.

3.3 APPLICATION

A. General: Apply special coatings by brush, roller, spray, squeegee, or other applicators in accordance with the manufacturer's directions. Brushes best suited for the type of material being applied. Use rollers of carpet, velvet back, or high-pile sheep's wool as recommended by the manufacturer for the material and texture required.

1. Coating colors, surfaces treatments and finishes are indicated in the "Schedules" of the contract documents.
2. Provide finish coats that are compatible with the primers used.

3. The number of coats and coating film thickness required is the same regardless of the application method. Do not apply succeeding coats until the previous coat has cured as recommended by the coating manufacturer. Sand between coating applications where sanding is required to produce an even smooth surface in accordance with the coating manufacturer's directions.
 4. Coat surfaces behind movable equipment and furniture the same as similar exposed surfaces.
 5. Coat the back sides of access panels, removable or hinged covers, and similar hinged items, to match exposed surfaces.
- B. Minimum Coating Thickness: Apply each material at not thinner than the manufacturer's recommended spreading rate. Provide a total dry film thickness of the entire coating system as recommended by the manufacturer.
- C. Prime Coats: Before the application of finish coats, apply a prime coat, as recommended by the coating manufacturer, to material that is required to be painted or finished, and which has not been prime coated by others.
1. Recoat primed and sealed substrates where there is evidence of suction spots or unsealed areas in the first coat, to assure a finish coat with no burn-through or other defects due to insufficient sealing.
- D. Brush Application: Brush-out and work brush coats into surfaces in an even film. Eliminate cloudiness, spotting, holidays, laps, brush marks, runs, sags, ropiness, or other surface imperfections. Neatly draw glass lines and color breaks.
1. Apply primers and first coats by brush unless the manufacturer's instructions permit use of mechanical applicators.
- E. Mechanical Applications: Use mechanical methods for coating application when permitted by the coating manufacturer's recommendations, governing ordinances, and trade union regulations.
1. Wherever spray application is used, apply each coat to provide the equivalent hiding of brush-applied coats. Do not double-back with spray equipment building-up film thickness of 2 coats in one pass, unless recommended by the coating manufacturer.
- F. Completed Work: Match approved samples for color, texture and coverage. Remove, refinish or recoat work not in compliance with specified requirements.
- G. Spray application will not be permitted for the Primary Clarifier Painting bid item.

3.4 INSPECTION

- A. Request acceptance of each coat before applying succeeding coats.
- B. The Contractor shall furnish the Engineer a suitable thickness detector of a type recommended by the paint manufacturer.

- C. Any field painting found to be defective shall be removed and the surfaces repainted as the Engineer may direct at no additional cost to the Owner.
- D. Before final approval of the work, all damaged surfaces of paint (field or factory applied) shall be cleaned and repainted or touched up as directed.

3.5 FIELD QUALITY CONTROL

- A. The Owner reserves the right to invoke the following material testing procedure at any time, and at any number of times during the period when coating operations are being conducted.
 - 1. The Owner will engage the services of an independent testing laboratory to sample the coating being used. Samples of material delivered to project site will be taken, identified and sealed, and certified in the presence of the Contractor.
 - 2. The testing laboratory will perform appropriate tests for any or all of the following characteristics as required by the Owner:
 - a. Quantitative materials analysis.
 - b. Absorption.
 - c. Accelerated weathering.

3.6 CLEANING

- A. Clean-Up: At the end of each work day during progress of work, remove rubbish, empty cans, rags and other discarded materials from the site.
 - 1. Upon completion of the work, clean window glass and other spattered surfaces. Remove spattered coatings by washing, scraping or other proper methods, using care not to scratch or otherwise damage adjacent finished surfaces.

3.7 PROTECTION

- A. Protect work of other trades, whether to be coated or not, against damage from coating operations. Correct damage by cleaning, repairing or replacing, and recoating as acceptable to the Engineer. Leave the work in an undamaged condition.
- B. Provide "Wet Paint" signs as required to protect newly-coated finishes. Remove temporary protective wrappings provided by others for protection of their work, after completion of coating operations.
 - 1. At completion of the work of other trades, touch-up and restore damaged or defaced coated surfaces.

END OF SECTION

SECTION 260500 - GENERAL REQUIREMENTS FOR ELECTRICAL WORK

PART 1 - GENERAL

1.1 SECTION INCLUDES:

- A. General
- B. Intent of Drawings
- C. Interpretation of Drawings
- D. Quality Control
- E. Submittals
- F. Location Environmental Considerations
- G. Products
- H. Coordination
- I. Demolition
- J. Electrical Installation
- K. Relocate or Make Modifications to Any Existing Electrical, Instrumentation or Control Systems Wiring
- L. Quality Assurance
- M. Examination
- N. Preparation and Storage
- O. Installation
- P. Field Quality Control
- Q. Painting
- R. Cleaning
- S. Operation - Maintenance and Spare Parts Data

1.2 GENERAL

- A. The Electrical Contractor shall be responsible to check with the equipment manufactures 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
 - 4. Elementary Wiring Diagrams – Show actual motor control wiring with wire numbers, telephone system cable routing and station identification with cable numbers.

5. 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.
6. Instrumentation and control Diagrams - Show actual installed, wired instrumentation loop diagrams, include actual installed device Tag Nos, Model Nos, Scaling.
7. Lighting and Device Schedule
 - a. Show actual manufacturers and model numbers.
 - b. Lighting panel layouts
 - c. Actual circuit No. circuit description, breaker size and type.
8. 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 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 a hazardous area 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 wire, cable and conduit 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 N.E.C. 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 process equipment scheduled for removal by General Contractor. General Contractor to remove and dispose of actual equipment.
2. Electrical contractor shall perform the complete demolition and removal of electrical distribution 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 interference's, etc., 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, and System 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.

1.3 REFERENCES

- A. American National Standards Institute (ANSI)
- B. Factory Mutual Engineering Division (FM)
- C. Illumination Engineering Society (IES)
- D. Institute of Electrical & Electronics Engineers (IEEE)
- E. Insulated Cable Engineers Association (ICEA)
- F. Instrumentation, Systems and Automation Society (ISA)
- G. Joint Industrial Council (JIC)
- H. National Electrical Code (NEC)
- I. National Electrical Manufacturers Association (NEMA)
- J. International Electrical Testing Association (NETA)
- K. National Fire Protection Association (NFPA)
- L. Occupational Safety and Health Administration (OSHA)
- M. Ohio Building Code (OBC).
- N. Underwriters' Laboratories Incorporated (UL)
- O. ANSI/NEMA 1-2000 Standard Practices for Good Workmanship in Electrical Contracting.
- P. 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 USED)

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 shall be 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 maintain 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. 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 Engineer.
- 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 of the wires 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 prepainting 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 16 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 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 proceeding 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 a partial acceptance.
- D. Sub-systems which have components that contributed to the cumulative downtime shall have their test period begin 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 16 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 260519 – LOW VOLTAGE 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 conductor not smaller than #12 AWG for power and lighting circuits.
- F. Use conductor 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 un-insulated conductors and connector 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 260519

SECTION 260520 – SHIELDED INSTRUMENTATION & VARIABLE FREQUENCY DRIVE CABLE

PART 1 - GENERAL

1.1 DESCRIPTION

- A. Scope: Furnish all labor, materials, equipment and incidentals required to provide shielded cable as shown and specified.

1.2 SUBMITTALS

- A. Shop Drawings:
 - 1. Comply with Section 013323.
- B. Product data:
 - 1. Submit for review, copies of manufacturer's engineering data and technical information for shielded instrumentation cables proposed for use.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Instrumentation Cable
 - 1. Single Shielded Pair or Triad: 300 volt
 - a. Tinned copper, #18 AWG or larger, stranded, polyethylene insulated conductors twisted with aluminum-polyester shield, stranded tinned #20 AWG copper drain wire and overall chrome vinyl jacket, 100 percent shield cover. Rated for 300 volts minimum.
 - b. Products and Manufacturers:
 - 1) Belden No. 8760, No. 8770, No. 9318, or No. 9365
 - 2) Alpha No. 2422, No. 2432
 - 2. Multi-paired Shielded, 300 volt:
 - a. Tinned copper, #18 AWG, stranded PVC insulated conductors, twisted in pairs with aluminum-polyester shield over each pair and its stranded drain wire (#20 AWG), overall chrome vinyl jacket, 100 percent shield cover.
 - b. Products and Manufacturers:
 - 1) 3 pair - Belden No. 9369
 - 2) 6 pair - Belden No. 9389
 - 3) 9 pair - Belden No. 9390
 - 4) 11 pair - Belden No. 9391
 - 5) 15 pair - Belden No. 9392
 - 6) Dekoron Poly-set
 - 7) Okonite type SP-OS

- B. Variable Frequency Drive Shielded Cable
 - 1. Four conductor shielded cable
 - a. Shielding to have an overall shield with an 85% tinned copper braided shield.
 - b. Cable to be Belden Variable Frequency Drive Cable 29502 through 29531, wire size as indicated, or approved equal.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Delivery, Storage and Protection: Comply with Section 016000 – Product Requirements.

3.2 INSTALLATION

- A. Install in conduit separated from power cables unless otherwise shown on the Drawings.
- B. Install instrumentation cable conduits as far as possible from power cable conduit.
- C. Ground shield at one end only, as recommended by instrument manufacturer, and as approved by the Owner.
- D. Terminate stranded conductors with pre-insulated crimp type ring tongue terminals properly sized to fit fastening device and to fit wire size.
- E. Identification: Identify all conductors at each terminal and splice location. Identification number labels shall be Thomas & Betts type WSL cable markers or equal with clear heat shrink tubing over the marker.
- F. Install CAT 5e and CAT 6 cabling in accordance with Commercial Building Telecommunications Pathways and Spaces ANSI/TIA/EIA 569-A and Commercial Building Telecommunications Cabling Standard ANSI/TIA/EIA 568-A.

3.3 TESTING

- A. Test each circuit in the presence of the Owner after permanent cables are in place to demonstrate that the circuit and connected equipment perform satisfactorily and that they are free from improper grounds and short circuits.
- B. Maintain a written record of circuits being tested, marking down circuit number and descriptive function and results of each step in the test procedures including repeated tests.
- C. Any cable or a portion of the cable which fails when tested shall be replaced with a new cable for the full length and retested.

END OF SECTION 260520

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 PERFORMANCE REQUIREMENTS

- A. Grounding System Resistance: 5 ohms, maximum

1.4 SUBMITTALS

- A. Product Data: Provide for grounding connectors.
- 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.

1.5 PROJECT RECORD DOCUMENTS

- A. Submit under provisions of Sections 017839.

1.6 REGULATORY REQUIREMENTS

- A. Conform to requirements of ANSI NFPA 70.
- B. Furnish products listed and classified by Underwriters Laboratories, Inc.

PART 2 - PRODUCTS

2.1 MECHANICAL CONNECTORS

- A. Manufacturers:
 - 1. Burndy Corp
 - 2. O-Z/Gedney

- B. Material: Bronze

2.2 EXOTHERMIC CONNECTIONS

- A. Manufacturers:
 - 1. Erico “Cadweld”

2.3 WIRE

- A. Material: Stranded copper
- B. Grounding Electrode Conductor: Size to meet NFPA 70 requirements.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Install Products in accordance with manufacturer's instructions.
- B. Provide bonding to meet Regulatory Requirements.
- C. Equipment Grounding Conductor: Provide separate, insulated conductor within each feeder and branch circuit raceway. Terminate each end on suitable lug, bus, or bushing.

3.2 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, B-Line, Allied Power -Strut, or Equal
- B. Description:
 - 1. Galvanized steel. - General locations
 - 2. Aluminum- Wet, or damp areas
 - 3. Stainless steel - Wet, damp, or corrosive areas where compatible with chemicals
 - 4. Fiberglass - Wet, damp, or 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

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:
1. Concealed in framed wall or above suspended ceilings: Use steel electrical metallic tubing or schedule 40 PVC conduit.
 2. Exposed: Use rigid galvanized steel or aluminum conduit or as noted on drawings.
 3. 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 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.

- D. Expansion fittings to comply with UL 651; rated for environmental conditions where installed, and including flexible external bonding jumper.

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 they are 3/4" trade size.
- 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 of the non-metallic, liquid-tight, and metallic kinds 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 - PULL, JUNCTION 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. Saginaw
- D. Or Equal

2.2 PULL BOXES

- A. Construction:
 - 1. Outdoors, Wet/Damp areas, Corrosive areas: NEMA Type 4/4X, sunlight resistant fiberglass or polycarbonate, or stainless steel (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. Indoors, wet and damp: NEMA 4X SS
 - 6. Indoors, corrosive areas: NEMA 4X SS 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 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 4X SS
 - 6. Indoors, corrosive areas: NEMA 4X SS 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. Weidmuller 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 1/4-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 260543 – ELECTRICAL DUCT BANK

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. PVC conduit
- B. Pull Boxes/Handhole Enclosures

1.2 MEASUREMENT AND PAYMENT

- A. Duct bank:
 - 1. Basis of Payment: Includes purchase, delivery, and installation of duct, fittings, supports, accessories, trenching, aggregate bedding or concrete encasement (where required), and backfill.
- B. Pull Boxes/Handhole Enclosures
 - 1. Basis of Payment: Includes purchase, delivery, and installation of pull box.

1.3 REFERENCES

- A. Quality Control: Follow requirements for references and standards.
- B. ASTM C857 - Minimum Structural Design Loading for Underground Precast Concrete Utility Structures
- C. ASTM C858 - Underground Precast Concrete Utility Structures
- D. ASTM C891 - Installation of Underground Precast Utility Structures
- E. ASTM C1037 - Inspection of Underground Precast Utility Structures
- F. IEEE C2 - National Electrical Safety Code
- G. NEMA FB 1 - Fittings, Cast Metal Boxes, and Conduit Bodies for Conduit and Cable Assemblies
- H. NEMA TC 2 and TC3 - Schedule 40 PVC Conduit and PVC Fittings for Use with Rigid PVC Conduit and Tubing
- I. NFPA 70 - National Electrical Code
- J. UL 651A - Type EB and A PVC Conduit and HDPE Conduit
- K. ANSI/SCTE 77-2007 Specifications for Underground Enclosure Integrity

1.4 SUBMITTALS FOR REVIEW

- A. Submittals: Follow procedures for submittals.
- B. Product Data: Provide for manhole accessories.
- C. Shop Drawings: Indicate dimensions, reinforcement, size and locations of openings, and accessory locations for precast manholes.

1.5 SUBMITTALS FOR INFORMATION

- A. Follow requirements for submittals in general project requirements.
- B. 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, and installation of Product.

1.6 SUBMITTALS FOR CLOSEOUT

- A. Project Record Documents: Record actual routing and elevations of underground conduit and duct, and locations and sizes of manholes.

1.7 REGULATORY REQUIREMENTS

- A. Conform to requirements of NFPA 70.
- B. Products: Listed and classified by Underwriters Laboratories, Inc. as suitable for the purpose specified and indicated.

1.8 FIELD SAMPLES

- A. Provide as required.

1.9 FIELD MEASUREMENTS

- A. Verify that field measurements are as indicated.
- B. Verify routing and termination locations of duct bank prior to excavation for rough-in.
- C. Duct bank routing is shown in approximate locations unless dimensions are indicated. Route as required to complete duct system.
- D. Pull box locations and quantity are shown in approximate locations. Locate as required to complete duct bank system.

PART 2 - PRODUCTS

2.1 PLASTIC CONDUIT

- A. Rigid Plastic Conduit: NEMA TC 2, Schedule 40 PVC, with fittings and conduit bodies to NEMA TC 3
- B. Rigid Plastic Underground Conduit: UL 651A, Type A PVC

2.2 DUCT BANK PULL BOXES

- A. Description: Pull boxes shall be as manufactured by Quazite.
- B. Load capacity of box to be as indicated on drawings or as indicated in ANSI SCTE-77-2007.
- C. Provide all necessary items for a complete installation.
- D. Pull boxes shown are approximate sizes. Size pull boxes as required for proper installation.
- E. Enclosure With Walls 48" or Shorter
 - 1. Enclosures, boxes and cover are required to conform to all test provisions of ANSI/SCTE 77 "Specifications For Underground Enclosure Integrity" for Tier as shown on Drawings. When multiple Tiers are specified, the boxes must physically accommodate and structurally support compatible covers while possessing the highest Tier rating. In no assembly can the cover design load exceed the design load of the box. All components in an assembly (box & cover) are manufactured using matched surface tooling. All covers are required to have a minimum coefficient of friction of 0.05 in accordance with ASTM C1028 and the corresponding Tier level embossed on the top surface. Independent third-party verification or test reports stamped by a registered Professional Engineer certifying that all test provisions of this specification have been met are required with each submittal.

2.3 ACCESSORIES

- A. Underground Warning Tape: 4-inch-wide plastic tape, metal-backed, colored red or yellow with suitable warning legend describing buried electrical lines
- B. Underground conduit PVC support chairs

PART 3 - EXECUTION

3.1 DUCT BANK INSTALLATION

- A. Quality Control: Follow requirements in manufacturer's instructions.

- B. Install duct to locate top of duct bank at depths as indicated on drawings.
- C. Install duct with minimum slope of 4 inches per 100 feet. Slope duct away from building entrances.
- D. Cut duct square using saw or pipe cutter; de-burr cut ends.
- E. Insert duct to shoulder of fittings; fasten securely.
- F. Join nonmetallic duct using adhesive as recommended by manufacturer.
- G. Wipe nonmetallic duct dry and clean before joining. Apply full even coat of adhesive to entire area inserted in fitting. Allow joint to cure for 20 minutes, minimum.
- H. Install no more than equivalent of three 90-degree bends between pull points.
- I. Use suitable separators and chairs installed not greater than 4 feet on centers.
- J. Conduit spacing shall be 12" minimum from 480/277-volt conduits to mA/communication signal conduits and 6" minimum from 120/240-volt conduits and mA/communication signal conduits.
- K. Provide suitable pull string in each empty duct.
- L. Swab duct with wire brush and mandrel. Use suitable caps to protect installed duct against entrance of dirt and moisture.
- M. Backfill as required in Backfill Section. Aggregate bedding shall be placed and tamped in layers. Bedding shall be placed in trench bottom prior to installation of the bottom ducts.
- N. Concrete encasement required where indicated. Ensure that concrete totally encases conduits in duct bank to eliminate any voids.
- O. Interface installation of underground warning tape with backfilling as required in Backfill Section. Install tape 6 inches below finished surface.
- P. Install a vertical two-foot length of #8 rebar to extend to 6 inches below finished grade at each duct bank intersection, bend, and at 100-ft intervals of straight duct bank run for locating the duct bank

3.2 PULL BOXES/HANDHOLE ENCLOSURES

- A. Quality Control: Follow requirements in manufacturer's instructions.
- B. Excavate for manhole installation under the provisions of Excavation Section.
- C. Excavate hole approximately 8 inches deeper than the depth of the pull box at finished grade and approximately 8 inches larger than the box. Provide minimum of 6 - 8 inches of gravel in the excavation bottom. Compact gravel to minimize settling.

- D. Set box on compacted gravel and backfill to finished grade.
- E. Install in accordance with NEC 314.30.

END OF SECTION 260543

SECTION 260553 - ELECTRICAL IDENTIFICATION

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Nameplates and labels
- B. Wire and cable markers
- C. Conduit markers

1.2 REFERENCES

- A. NFPA 70 - National Electrical Code

1.3 SUBMITTALS

- A. Submit under provisions of Section 260500.
- B. Product Data: Provide catalog data for nameplates, labels, and markers.

1.4 REGULATORY REQUIREMENTS

- A. Conform to requirements of NFPA 70.
- B. Furnish products listed and classified by Underwriters Laboratories, Inc.

PART 2 - PRODUCTS

2.1 NAMEPLATES AND LABELS

- A. Nameplates:
 - 1. Equipment Identification: Engraved three-layer laminated plastic, black letters on white background.
 - 2. Emergency Powered Equipment: Engraved three-layer laminated plastic, black letters on red background, as required by NEC
 - 3. Equipment power source identification: Engraved three-layer laminated plastic, black letters on yellow background
- B. Locations:
 - 1. Each electrical distribution and control equipment enclosure
 - 2. Junction box.
- C. Letter Size:
 - 1. Use 1/8-inch letters for identifying individual equipment and loads.
 - 2. Use 1/4-inch letters for identifying grouped equipment and loads.

- D. Labels: Embossed adhesive tape, with 3/16-inch white letters on black background. Use only for identification of individual wall switches and receptacles, and control device stations.

2.2 WIRE MARKERS

- A. Manufacturers:
 - 1. T & B Shrink-Kon HVM wire markers
 - 2. Panduit - Pan Code HSDL
 - 3. Brady
- B. Description: Tubing type wire markers
- C. Locations: Each conductor at panelboard gutters, outlet and junction boxes, terminal strips, and each load connection
- D. Legend:
 - 1. Power and Lighting Circuits: Branch circuit or feeder number indicated on Drawings
 - 2. Control Circuits: Control wire number indicated on schematic and interconnection diagrams on drawings or on shop drawings

PART 3 - EXECUTION

3.1 PREPARATION

- A. Degrease and clean surfaces to receive nameplates and labels.

3.2 APPLICATION

- A. Install nameplate parallel to equipment lines.
- B. Secure nameplate to equipment front using stainless steel screws, rivets, or adhesive.
- C. Identify underground conduits using foil backed underground warning tape. Install one tape per trench at 6 inches below finished grade.

END OF SECTION 260553

SECTION 260573 – ARC-FLASH HAZARD ANALYSIS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes a computer-based, arc-flash study to determine the arc-flash hazard distance and the incident energy to which personnel could be exposed during work on or near electrical equipment.

1.3 DEFINITIONS

- A. Existing to Remain: Existing items of construction that are not to be removed and that are not otherwise indicated to be removed, removed and salvaged, or removed and reinstalled.
- B. Field Adjusting Agency: An independent electrical testing agency with full-time employees and the capability to adjust devices and conduct testing indicated and that is a member company of NETA.
- C. One-Line Diagram: A diagram that shows, by means of single lines and graphic symbols, the course of an electric circuit or system of circuits and the component devices or parts used therein.
- D. Power System Analysis Software Developer: An entity that commercially develops, maintains, and distributes computer software used for power system studies.
- E. Power Systems Analysis Specialist: Professional engineer in charge of performing the study and documenting recommendations, licensed in the state where Project is located.
- F. Protective Device: A device that senses when an abnormal current flow exists and then removes the affected portion from the system.
- G. SCCR: Short-circuit current rating
- H. Service: The conductors and equipment for delivering electric energy from the serving utility to the wiring system of the premises served
- I. Single-Line Diagram: See "One-Line Diagram"

1.4 ACTION SUBMITTALS

- A. Study Submittals: Submit the following submittals after the approval of system protective devices submittals.
 - 1. Arc-flash study input data, including completed computer program input data sheets.
 - 2. Arc-flash study report; signed, dated, and sealed by Power Systems Analysis Specialist.
 - 3. Submit study report for action prior to receiving final approval of distribution equipment submittals. If formal completion of studies will cause delay in equipment manufacturing, obtain approval from Architect for preliminary submittal of sufficient study data to ensure that selection of devices and associated characteristics is satisfactory.

1.5 CLOSEOUT SUBMITTALS

- A. Operation and Maintenance Data:
 - 1. Provide maintenance procedures in equipment manuals according to requirements in NFPA 70E.
 - 2. Operation and Maintenance Procedures: In addition to items specified in Section 017823 "Operation and Maintenance Data," provide maintenance procedures for use by Owner's personnel that comply with requirements in NFPA 70E.

1.6 QUALITY ASSURANCE

- A. Study shall be performed using commercially developed and distributed software designed specifically for power system analysis.
- B. Arc-Flash Study Certification: Arc-Flash Study Report shall be signed and sealed by Power Systems Analysis Specialist.

PART 2 - PRODUCTS

2.1 COMPUTER SOFTWARE DEVELOPERS

- A. Comply with IEEE 1584 and NFPA 70E.

2.2 ARC-FLASH STUDY REPORT CONTENT

- A. Executive summary of study findings
- B. Study descriptions, purpose, basis, and scope. Include case descriptions, definition of terms, and guide for interpretation of results

- C. One-line diagram, showing the following:
 - 1. Protective device designations and ampere ratings
 - 2. Conductor types, sizes, and lengths
 - 3. Transformer kilovolt ampere (kVA) and voltage ratings, including derating factors and environmental conditions
 - 4. Motor and generator designations and kVA ratings
 - 5. Switchgear, switchboard, motor-control center, panelboard designations, and ratings
- D. Study Input Data: As described in "Power System Data" Article
- E. Short-Circuit Study Output Data
- F. Protective Device Coordination Study Report
- G. Arc-Flash Study Output Reports:
 - 1. Interrupting Duty Report: Three-phase and unbalanced fault calculations, showing the following for each equipment location included in the report:
 - a. Voltage
 - b. Calculated symmetrical fault-current magnitude and angle
 - c. Fault-point X/R ratio
 - d. No AC Decrement (NACD) ratio
 - e. Equivalent impedance
 - f. Multiplying factors for 2-, 3-, 5-, and 8-cycle circuit breakers rated on a symmetrical basis
 - g. Multiplying factors for 2-, 3-, 5-, and 8-cycle circuit breakers rated on a total basis
- H. Incident Energy and Flash Protection Boundary Calculations:
 - 1. Arcing fault magnitude
 - 2. Protective device clearing time
 - 3. Duration of arc
 - 4. Arc-flash boundary
 - 5. Restricted approach boundary
 - 6. Limited approach boundary
 - 7. Working distance
 - 8. Incident energy
 - 9. Hazard risk category
 - 10. Recommendations for arc-flash energy reduction
- I. Fault study input data, case descriptions, and fault-current calculations including a definition of terms and guide for interpretation of computer printout.

2.3 ARC-FLASH WARNING LABELS

- A. Comply with requirements in Section 260553 "Identification for Electrical Systems" for self-adhesive equipment labels. Produce a 3.5-by-5-inch self-adhesive equipment label for each work location included in the analysis.

- B. Label shall have an orange header with the wording, "WARNING, ARC-FLASH HAZARD," and shall include the following information taken directly from the arc-flash hazard analysis:
 - 1. Location designation
 - 2. Nominal voltage
 - 3. Protection boundaries
 - a. Arc-flash boundary
 - b. Restricted approach boundary
 - c. Limited approach boundary
 - 4. Arc flash PPE category
 - 5. Required minimum arc rating of PPE in cal/cm²
 - 6. Available incident energy
 - 7. Working distance
 - 8. Engineering report number, revision number, and issue date
- C. Labels shall be machine printed with no field-applied markings.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine Project overcurrent protective device submittals. Proceed with arc-flash study only after relevant equipment submittals have been assembled. Overcurrent protective devices that have not been submitted and approved prior to arc-flash study may not be used in study.

3.2 ARC-FLASH HAZARD ANALYSIS

- A. Comply with NFPA 70E and its Annex D for hazard analysis study.
- B. Preparatory Studies: Perform the Short-Circuit and Protective Device Coordination studies prior to starting the Arc-Flash Hazard Analysis.
- C. Calculate maximum and minimum contributions of fault-current size.
 - 1. Maximum calculation shall assume a maximum contribution from the utility and shall assume motors (except redundant) to be operating under full-load conditions.
 - 2. Calculate arc-flash energy at 85 percent of maximum short-circuit current according to IEEE 1584 recommendations.
 - 3. Calculate arc-flash energy with the utility contribution at a minimum and assume no motor contribution.
- D. Calculate the arc-flash protection boundary and incident energy at locations in electrical distribution system where personnel could perform work on energized parts.
- E. Include medium- and low-voltage equipment locations, except equipment rated 240 VAC or less fed from transformers less than 125 kVA.
- F. Calculate the limited, restricted, and prohibited approach boundaries for each location.

- G. Incident energy calculations shall consider the accumulation of energy over time when performing arc-flash calculations on buses with multiple sources. Iterative calculations shall take into account the changing current contributions, as the sources are interrupted or decremented with time. Fault contribution from motors and generators shall be decremented as follows:
 - 1. Fault contribution from induction motors shall not be considered beyond three to five cycles.
 - 2. Fault contribution from synchronous motors and generators shall be decayed to match the actual decrement of each as closely as possible (for example, contributions from permanent magnet generators will typically decay from 10 per unit to three per unit after 10 cycles).
- H. Arc-flash energy shall generally be reported for the maximum of line or load side of a circuit breaker. However, arc-flash computation shall be performed and reported for both line and load side of a circuit breaker as follows:
 - 1. When the circuit breaker is in a separate enclosure.
 - 2. When the line terminals of the circuit breaker are separate from the work location.
- I. Base arc-flash calculations on actual overcurrent protective device clearing time. Cap maximum clearing time at two seconds based on IEEE 1584, Section B.1.2.

3.3 POWER SYSTEM DATA

- A. Obtain all data necessary for conduct of the arc-flash hazard analysis.
 - 1. Verify completeness of data supplied on one-line diagram on Drawings. Call discrepancies to Engineer's attention.
 - 2. For new equipment, use characteristics from approved submittals under provisions of action submittals and information submittals for this Project.
 - 3. For existing equipment, whether or not relocated, obtain required electrical distribution system data by field investigation and surveys conducted by qualified technicians and engineers.
- B. Electrical Survey Data: Gather and tabulate the following input data to support study. Comply with recommendations in IEEE 1584 and NFPA 70E as to the amount of detail that is required to be acquired in the field. Data include, but are not limited to, the following:
 - 1. Product Data for overcurrent protective devices specified in other Sections and involved in overcurrent protective device coordination studies. Use equipment designation tags that are consistent with electrical distribution system diagrams, overcurrent protective device submittals, input and output data, and recommended device settings.
 - 2. Obtain electrical power utility impedance or available short circuit current at the service.
 - 3. Power sources and ties
 - 4. Short-circuit current at each system bus (three phase and line to ground)
 - 5. Full-load current of all loads
 - 6. Voltage level at each bus
 - 7. For transformers, include kVA, primary and secondary voltages, connection type, impedance, X/R ratio, taps measured in percent, and phase shift.

8. For reactors, provide manufacturer and model designation, voltage rating and impedance.
9. For circuit breakers and fuses, provide manufacturer and model designation. List type of breaker, type of trip and available range of settings, SCCR, current rating, and breaker settings.
10. Generator short-circuit current contribution data, including short-circuit reactance, rated kVA, rated voltage, and X/R ratio.
11. For relays, provide manufacturer and model designation, current transformer ratios, potential transformer ratios, and relay settings.
12. Busway manufacturer and model designation, current rating, impedance, lengths, size, and conductor material
13. Motor horsepower and NEMA MG 1 code letter designation
14. Low-voltage conductor sizes, lengths, number, conductor material and conduit material (magnetic or nonmagnetic)
15. Medium-voltage conductor sizes, lengths, conductor material, conductor construction and metallic shield performance parameters, and conduit material (magnetic or nonmagnetic)

3.4 LABELING

- A. Apply one arc-flash label on the front cover of each section of the equipment and on side or rear covers with accessible live parts and hinged doors or removable plates for each equipment included in the study. Base arc-flash label data on highest values calculated at each location.
- B. Each piece of 480V equipment, and additional equipment identified on the electrical drawings shall have an arc-flash label applied to it.
- C. Note on record Drawings the location of equipment where the personnel could be exposed to arc-flash hazard during their work.
 1. Indicate arc-flash energy.
 2. Indicate protection level required.

3.5 APPLICATION OF WARNING LABELS

- A. Install arc-flash warning labels under the direct supervision and control of Power System Analysis Specialist.

END OF SECTION 260573

SECTION 262213 - DRY-TYPE TRANSFORMERS (600 V AND LESS)

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 types of dry-type transformers rated 600 V and less, with capacities up to 1000 kVA:
 - 1. Distribution transformers
 - 2. Control and signal transformers

1.3 SUBMITTALS

- A. Product Data Include rated nameplate data, capacities, weights, dimensions, minimum clearances, installed devices and features, and performance for each type and size of transformer indicated.
- B. Shop Drawings: Wiring and connection diagrams.
- C. Source quality-control test reports.
- D. Output Settings Reports: Record of tap adjustments specified in Part 3.

1.4 QUALITY ASSURANCE

- A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, Article 100, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.
- B. Comply with IEEE C 57.12.91.
- C. Energy-Efficient Transformers Rated 15 kVA and Larger: Certified as meeting NEMA TP 1, Class 1 efficiency levels when tested according to NEMA TP 2.

1.5 DELIVERY, STORAGE, AND HANDLING

- A. Temporary Heating: Apply temporary heat according to manufacturer's written instructions within the enclosure of each ventilated-type unit, throughout periods during which equipment is not energized and when transformer is not in a space that is continuously under normal control of temperature and humidity.

1.6 COORDINATION

- A. Coordinate size and location of concrete bases. Cast anchor-bolt inserts into bases. Concrete, reinforcement, and formwork requirements are specified in Division 3.
- B. Coordinate installation of wall-mounting and structure-hanging supports.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - 1. Eaton Electrical.
 - 2. Siemens Energy & Automation, Inc.
 - 3. Square D/ Schneider
 - 4. Engineer Approved Equal

2.2 MATERIALS

- A. Description: Factory-assembled and -tested, air-cooled units for 60-Hz service
- B. Cores: Grain-oriented, non-aging silicon steel
- C. Coils: Continuous windings without splices, except for taps
 - 1. Internal Coil Connections: Braze or pressure type
 - 2. Coil Material: Copper

2.3 DISTRIBUTION TRANSFORMERS

- A. Comply with NEMA ST 20, and list and label as complying with UL 1561.
- B. Cores: One leg per phase
- C. Enclosure: Ventilated, drip-proof, NEMA 250, Type 3R
- D. Indoor Transformer Enclosure Finish: Comply with NEMA 250 for "Outdoor Rain, Snow, and Sleet Protection."
 - 1. Finish Color: Gray.
- E. Insulation Class: 220°C, UL-component-recognized insulation system with a maximum of 150°C rise above 40°C ambient temperature.
- F. Taps for Transformers Smaller Than 3 kVA: One 5 percent tap above normal full capacity.
- G. Taps for Transformers 7.5 to 24 kVA: One 5 percent tap above and one 5 percent tap below normal full capacity.

- H. Taps for Transformers 25 kVA and Larger: Two 2.5 percent taps above and four 2.5 percent taps below normal full capacity.
- I. Select features from six paragraphs and associated subparagraphs below. Coordinate with Drawings.
- J. Electrostatic Shielding: Each winding shall have an independent, single, full-width copper electrostatic shield arranged to minimize interwinding capacitance.
 - 1. Arrange coil leads and terminal strips to minimize capacitive coupling between input and output terminals.
 - 2. Include special terminal for grounding the shield.
 - 3. Shield Effectiveness:
 - a. Capacitance between Primary and Secondary Windings: Not to exceed 33 picofarads over a frequency range of 20 Hz to 1 MHz
 - b. Common-Mode Noise Attenuation: Minus 120 dBA minimum at 0.5 to 1.5 kHz; minus 65 dBA minimum at 1.5 to 100 kHz
 - c. Normal-Mode Noise Attenuation: Minus 52 dBA minimum at 1.5 to 10 kHz
- K. Wall Brackets: Manufacturer's standard brackets.

2.4 CONTROL AND SIGNAL TRANSFORMERS

- A. Description: Self-cooled, two-winding dry type, rated for continuous duty, complying with NEMA ST 1, and listed and labeled as complying with UL 506.
- B. Ratings: Continuous duty. If rating is not indicated, provide at least 50 percent spare capacity above connected peak load.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine conditions for compliance with enclosure- and ambient-temperature requirements for each transformer.
- B. Verify that field measurements are as needed to maintain working clearances required by NFPA 70 and manufacturer's written instructions.
- C. Examine walls and floors for suitable mounting conditions where transformers will be installed.
- D. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION

- A. Install wall-mounting transformers level and plumb with wall brackets fabricated by transformer manufacturer.

- B. Install floor-mounting transformers level on concrete bases not less than 2 inches larger in both directions than supported unit and 4 inches high.

3.3 CONNECTIONS

- A. Ground equipment according to Division 26 Section "Grounding and Bonding."
- B. Connect wiring according to Division 26 Section "Conductors and Cables."
- C. Tighten electrical connectors and terminals according to manufacturer's published torque-tightening values. If manufacturer's torque values are not indicated, use those specified in UL 486A and UL 486B.

3.4 ADJUSTING

- A. Record transformer secondary voltage at each unit for at least 48 hours of typical occupancy period. Adjust transformer taps to provide optimum voltage conditions at secondary terminals. Optimum is defined as not exceeding nameplate voltage plus 10 percent and not being lower than nameplate voltage minus 5 percent. Submit recording and tap settings as test results.
- B. Output Settings Report: Prepare a written report recording output voltages and tap settings.

END OF SECTION 262213

SECTION 262416 – PANELBOARDS

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Lighting and Distribution Panelboards
- B. Power Distribution Panelboards
- C. Surge Protective Device (SPD)

1.2 REFERENCES

- A. NECA Standard of Installation (published by the National Electrical Contractors Association)
- B. NEMA PB 1 - Panelboards
- C. NEMA PB 1.1 - Instructions for Safe Installation, Operation and Maintenance of Panelboards Rated 600 Volts or Less
- D. NETA ATS - Acceptance Testing Specifications for Electrical Power Distribution Equipment (published by the International Electrical Testing Association)
- E. NFPA 70 - National Electrical Code

1.3 SUBMITTALS FOR REVIEW

- A. Section 013323 - Shop Drawings, Product Data and Samples : Procedures for submittals
- B. Shop Drawings: Indicate outline and support point dimensions, voltage, main bus ampacity, integrated short circuit ampere rating, circuit breaker arrangement and sizes.

1.4 SUBMITTALS FOR CLOSEOUT

- A. Record actual locations of panelboards and record actual circuiting arrangements in project record documents.
- B. Maintenance Data: Include spare parts listing; source and current prices of replacement parts and supplies; and recommended maintenance procedures and intervals.

1.5 REGULATORY REQUIREMENTS

- A. Conform to requirements of NFPA 70.
- B. Products: Listed and classified by Underwriters Laboratories, Inc.

1.6 MAINTENANCE MATERIALS

- A. Furnish two of each panelboard key.

PART 2 - PRODUCTS

2.1 LIGHTING AND DISTRIBUTION PANELBOARDS

- A. Manufacturers:
 - 1. Eaton
 - 2. Square D
 - 3. General Electric
 - 4. Substitutions: Engineer Approved Equal
- B. Description: NEMA PB1, circuit breaker type, lighting and distribution branch circuit panelboard.
- C. Panelboard Bus: Copper, ratings as indicated. Provide copper ground bus in each panelboard; provide insulated copper neutral bus. Provide copper line lugs.
- D. Minimum Integrated Short Circuit Rating: 10,000 amperes rms symmetrical rating for 120/208V panelboard, or as indicated on drawings.
- E. Molded Case Circuit Breakers: NEMA AB 1, bolt-on type thermal magnetic trip circuit breakers, with common trip handle for all poles, listed as Type SWD for lighting circuits, Type HACR for air conditioning equipment circuits, Class A ground fault interrupter or equipment protection circuit breakers where scheduled. Do not use tandem circuit breakers.
- F. Enclosure: NEMA PB 1, Type 1 cabinet box, or NEMA type as indicated on drawings.
- G. Cabinet Front: Surface type, hinged door with flush lock, finished in ANSI 61 light gray enamel.

2.2 SURGE PROTECTIVE DEVICE (SPD)

- A. For each panelboard provide surge protection device in accordance with Section 264313.

2.3 POWER DISTRIBUTION PANELBOARDS

- A. Manufacturers:
 - 1. ABB/General Electric
 - 2. Eaton
 - 3. Square D
 - 4. Siemens Energy and Automation
 - 5. Substitutions: Engineer Approved Equal

- B. Description: UL 67, NEMA PB1, circuit breaker type, Power distribution branch circuit panelboard.
- C. Panelboard Bus: Copper, ratings as indicated. Provide copper ground bus in each panelboard; provide insulated ground bus, provide copper neutral bus. Provide copper line lugs.
- D. Minimum Integrated Short Circuit Rating: 22,000 amperes rms symmetrical overall series rating for 480V panelboard or as indicated on drawings.
- E. Molded Case Circuit Breakers: NEMA AB 1, bolt-on type thermal magnetic trip circuit breakers, with common trip handle for all poles. listed as Type SWD for lighting circuits, Type HACR for air conditioning equipment circuits, Class A ground fault interrupter circuit breakers where scheduled. Do not use tandem circuit breakers.
- F. Cabinet: Cabinet to be NEMA 1 gasketed
- G. Single-point metering unit: provide the 480V panelboard with integrated power and energy meter (AMP1 from ABB, or equal); provide with a set of CTs and Modbus RTU communication.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Install panelboards in accordance with NEMA PB 1.1 and the NECA "Standard of Installation."
- B. Install panelboards plumb.
- C. Height: 6 feet (1800 mm) to top of panelboard; install panelboards taller than 6 feet (1800 mm) with bottom no more than 4 inches (100 mm) above floor.
- D. Provide filler plates for unused spaces in panelboards.
- E. Provide typed circuit directory for each branch circuit panelboard. Revise directory to reflect circuiting changes required to balance phase loads.
- F. Provide engraved plastic nameplates under the provisions of Section 260553.
- G. Ground and bond panelboard enclosure according to Section 260526.

3.2 ADJUSTING

- A. Measure steady state load currents at each panelboard feeder; rearrange circuits in the panelboard to balance the phase loads to within 20 percent of each other. Maintain proper phasing for multi-wire branch circuits.

END OF SECTION 262416

SECTION 262816 - ENCLOSED SWITCHES

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Fusible switches
- B. Safety Disconnect switches

1.2 RELATED SECTIONS

- A. Section 260553 – Electrical Identification

1.3 REFERENCES

- A. NECA - Standard of Installation (published by the National Electrical Contractors Association).
- B. NEMA FU1 - Low Voltage Cartridge Fuses
- C. NEMA KS1 - Enclosed and Miscellaneous Distribution Equipment Switches (600 Volts Maximum)
- D. NETA ATS - Acceptance Testing Specifications for Electrical Power Distribution Equipment and Systems (published by the International Electrical Testing Association)
- E. NFPA 70 - National Electrical Code

1.4 SUBMITTALS FOR REVIEW

- A. Follow requirements for submittals, procedures for submittals, in general project requirements.
- B. Product Data: Provide switch ratings and enclosure dimensions.

1.5 SUBMITTALS FOR CLOSEOUT

- A. Record actual locations of enclosed switches in project record documents.

1.6 REGULATORY REQUIREMENTS

- A. Conform to requirements of NFPA 70.
- B. Products: Listed and classified by Underwriters Laboratories, Inc. as suitable for the purpose specified and indicated.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Follow requirements for material and equipment in general project requirements: Product options and substitutions.
- B. Cutler Hammer
- C. Eaton
- D. Square D
- E. Siemens Energy and Automation
- F. General Electric / ABB
- G. Substitutions: Engineer Approved Equal

2.2 FUSIBLE SWITCH ASSEMBLIES

- A. Description: NEMA KS 1, Type HD enclosed load interrupter knife switch. Handle lockable in OFF position.
- B. Fuse clips: Designed to accommodate NEMA FU1, Class R fuses
- C. Short Circuit rating: 200,000 amps

2.3 ENCLOSURES

- A. Fabrication: NEMA KS 1
 - 1. Interior Dry Locations: Type 1 or 12 as indicated on Drawings
 - 2. Exterior Locations: Type 4X SS

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Install in accordance with NECA "Standard of Installation".
- B. Install fuses in fusible disconnect switches.
- C. Apply adhesive tag on inside door of each fused switch indicating NEMA fuse class and size installed.

3.2 FIELD QUALITY CONTROL

- A. Follow requirements for Starting of Systems in general project requirements: Field inspection, testing.
- B. Inspect and test in accordance with NETA ATS, except Section 4.
- C. Perform inspections and tests listed in NETA ATS, Section 7.5.

END OF SECTION 262816

SECTION 262923 - VARIABLE FREQUENCY DRIVES

PART 1 - GENERAL

1.1 DESCRIPTION

A. Scope:

1. CONTRACTOR shall provide all labor, materials, equipment, services, and incidentals as shown, specified, and required to furnish and install variable frequency drives, complete and operational.
2. Variable frequency drives required under this Section are low-voltage, voltage source inverter, pulse width modulated. Variable frequency drives shall be customized.

B. Where variable frequency drives are being provided by the vendor of the associated driven equipment, costs for variable frequency drives shall be included in the lump sum price for said equipment. Where variable frequency drives are not being provided by the vendor of the associated driven equipment, costs for variable frequency drives shall be included in the general contract price.

C. Related Sections:

1. Section 260553, Electrical Identification
2. Section 260520, Shielded Cable

1.2 REFERENCES

A. Standards referenced in this Section are:

1. NEMA AB 1, Molded-Case Circuit Breakers, Molded-Case Switches and Circuit Breaker Enclosures
2. NEMA ICS 2, Industrial Control and Systems, Controllers, Contactors and Overload Relays Rated 600 Volts
3. NEMA ICS 7, Industrial Control and Systems Adjustable Speed Drives
4. NEMA MG 1, Motor and Generator Standard
5. UL 508, Industrial Control Equipment
6. ISO 9000, Quality Management Systems, Fundamentals and Vocabulary
7. ISO 9001, Quality Management Systems, Requirements
8. ISO 9002, Quality Systems, Model for Quality Assurance in Production, Installation and Servicing

1.3 QUALITY ASSURANCE

A. Qualifications:

1. Manufacturer:

- a. Variable frequency drive manufacturer shall have at least five years of experience designing and regularly manufacturing and servicing substantially similar equipment to that specified and shall submit documentation upon request of at least five installations in satisfactory operation for at least five years.
- b. Manufacturer shall be certified under ISO 9000, ISO 9001, or ISO 9002 for materials and equipment specified.
- c. For all required factory tests, variable frequency drive manufacturer shall use a factory test facility that has calibrated its testing apparatus in the previous twelve months, and is staffed by qualified, experienced technicians.

B. Component Supply and Compatibility:

1. Drives specified under this Section shall employ a low switching frequency or pattern to minimize instantaneous rate of voltage change over time (dv/dt), and the adverse effects of potential bearing currents. Where alternate manufacturers are proposed, obtain manufacturer recommendations regarding bearing currents and provide equipment required at no additional cost to OWNER.
2. Each variable frequency drive shall be totally compatible with associated driven equipment and motors. Variable frequency drives shall be matched to specific load requirements for each system. Operation of variable frequency drive shall not overstress motor insulation.
3. Similar components of drives associated with each system shall be products of a single manufacturer.

1.4 SUBMITTALS

A. Action Submittals: Submit the following:

1. Shop Drawings:

- a. Dimensional information and construction details of enclosures. Enclosure details shall consist of exterior and interior front door with nameplate legends, interior door front and rear views, and terminal block layout.
- b. Three-line power and control schematic diagrams
- c. Wiring diagrams showing the interconnection of conductors to all devices with terminal assignments for remote devices
- d. Functional description of system operation
- e. VFD heat dissipation at full load, including heat rejection/cooling system

2. Product Data:

- a. Technical specifications
- b. Catalog cuts and product literature

3. Testing Plans:

- a. At least thirty days prior to source quality control testing, submit descriptions of proposed shop testing methods, procedures, and apparatus.
- b. At least thirty days prior to field quality control testing, submit descriptions of proposed field testing methods, procedures, and apparatus.

B. Informational Submittals: Submit the following:

1. Certificates:
 - a. Certification letters from variable frequency drive manufacturer and motor manufacturer that the approved driven equipment has been reviewed and that variable frequency drive units and motors are compatible shall be provided in accordance with the Contract Documents and requirements of the driven equipment.
2. Source Quality Control Submittals:
 - a. Within 14 days of completing source quality control tests and inspections, submit test results with indication of whether all criteria of the Contract Documents for the specified equipment were met.
3. Field Quality Control Submittals:
 - a. Within 14 days of completing field quality control tests and inspections, submit test results with indication of whether all criteria of the Contract Documents for the specified equipment were met.
4. Manufacturer Reports:
 - a. Preliminary and final harmonic analysis.
 - b. Within 14 days of each visit to the Site by manufacturer's representative, submit written report of reason for visit, problems encountered, solutions implemented, and remaining work.
5. Qualifications Statements:
 - a. Manufacturer

C. Closeout Submittals: Submit the following:

1. Operation and Maintenance Data:
 - a. Submit complete installation, operation and maintenance manuals including test reports, maintenance data and schedules, description of operation, list of recommended spare parts, and spare parts ordering information.
 - b. Manuals shall include record drawings of control schematics, including point-to-point wiring diagrams.
 - c. Comply with Section: Operation and Maintenance Data.
 - d. Field report of final harmonic testing

D. Maintenance Materials Submittals: Submit the following:

1. Spare Parts and Extra Stock Materials:
 - a. Furnish, tag, and box for shipment and long-term storage, spare parts and special tools for variable frequency drives. Each spare part set shall include manufacturer's recommended spare parts inventory for one year and include, at minimum, the following:

Item	Quantity per Four VFDs per HP Rating
1) Transistor and diode modules with accessories	One set
2) Power supply module	One
3) Fans	One set
4) Power fuses	One set of each size and type used
5) Control power fuses	Two sets of each size and type used
6) Pilot lights	Two per ten of each type used

2. Furnish a list of recommended spare parts for an operating period of one year. Describe each part, the quantity recommended, and current unit price.

1.5 DELIVERY, STORAGE, AND HANDLING

A. Delivery:

1. Deliver materials to the Site to ensure uninterrupted progress of the Work.
2. Shipping containers shall be designed to be shipped by truck, rail, or ship. Indoor containers shall be bolted to skids.
3. Inspect variable frequency drive equipment for shipping damage or loose parts upon delivery. Check for evidence of water that may have entered equipment during transit.

B. Handling:

1. Lift, roll, or jack variable frequency drive equipment into locations shown.
2. Variable frequency drives shall be equipped for handling required for installation. Handle equipment in accordance with manufacturer's requirements.

C. Storage:

1. Store variable frequency drive equipment in a clean, dry location with controlled uniform temperature and humidity. Protect equipment with coverings and maintain environmental controls.

PART 2 - PRODUCTS

2.1 EQUIPMENT PERFORMANCE

A. System Performance:

1. Driven equipment to be controlled by a variable frequency drive shall be provided with a customized variable frequency drive. Each drive unit shall include an adjustable frequency controller with associated controls for continuous speed adjustment and protection of the driven equipment. Output speed control of motor shall be continuous throughout speed range of two to 60 Hertz under variable torque load or constant torque as specified for the driven equipment.
2. Variable frequency drives associated with each set of driven equipment shall be similar to each other.

3. Variable frequency drives shall be UL-listed or ETL-listed and designed, built, and tested in accordance with NEMA AB 1, NEMA ICS 2, NEMA ICS 7, and UL 508.
4. The point of common coupling for all VFDs to be tested and conform to IEEE 519 harmonic limits will be considered the first point of connection to the electrical system, be that the motor control center that the VFD power is being supplied from and not the utility connection point.

2.2 MANUFACTURERS

- A. Provide variable frequency drives by one of the following:
 1. Schneider Electric
 2. ABB
 3. Allen-Bradley
 4. Eaton
 5. Toshiba
 6. Danfoss
 7. Or equal

2.3 EQUIPMENT

- A. Provide each variable frequency drive with freestanding or wall hanging, front-access, NEMA 1, filtered and gasketed enclosure, unless otherwise noted. Enclosure shall house all components required for the associated variable frequency drive.
- B. Enclosure shall provide adequate cooling for components within and include positive ventilation.
- C. Enclosure shall include circuit breaker disconnect switch, unless otherwise noted on one-line diagrams or other drawings. Circuit breakers shall be in accordance with NEMA AB 1. Switch handle shall be suitable for padlocking and be through-the-door type with handle height not exceeding six feet. Operation of switch shall remove the service supply from all internal components. Power devices shall be suitable for interrupting capacity matching that of the upstream Power source in symmetrical amperes. Include current limiting semi-conductor fuses where required for protection of solid-state components. Enclosures without circuit breaker disconnect switches shall instead include unfused disconnect switches rated for the appropriate interrupting current as shown on the drawings or described elsewhere in the contract documents.
- D. Enclosure door shall include an operator interface for access to controller's digital keypad and display.
- E. Equip enclosure front with nameplates for identification of equipment and operating functions. Nameplates shall be in accordance with Electrical Identification Section.
- F. Equip enclosure with phenolic type terminal blocks suitably labeled for all internal and remote wiring requirements, plus twenty percent spare.

- G. Data shall be formatted as required to communicate with the plant SCADA system. The VFDs shall communicate via-Ethernet TCP/IP. The manufacturer shall coordinate with the plant systems integrator to map drive data for the SCADA interface.

2.4 ADJUSTABLE FREQUENCY CONTROLLER

A. General:

1. Adjustable frequency controller shall be microprocessor-based, pulse-width-modulated design, suitable for operation on a 480-volt, three-phase supply. Controller shall produce an adjustable AC voltage/frequency output to vary the speed of the driven equipment. Controller shall consist of the following sections:
 - a. The drive shall be a PWM (Pulse Width Modulated) inverter using IGBT transistors.
2. Controller switching frequency shall be adjustable and allow operation at 5,000 Hertz or less. Controller technology shall include a switching scheme that reduces the dv/dt of output supply.
3. Equip controller with a DC bus reactor and input line reactor, where indicated on drawings, to keep equipment line harmonics to a minimum.
4. Controller's solid-state converter input section switching devices shall have 1600 volt PIV rating.
5. Overload rating of 110 percent variable torque, 150 percent constant torque for one minute
6. RMS harmonic content of output current shall be less than five percent of fundamental current.
7. Able to withstand output terminal line-to-line short circuits without component failure.

B. Operating Criteria:

1. Operating criteria shall be in accordance with the following:
 - a. Ambient temperature range of zero to 40 °C
 - b. Operational humidity of up to 90 percent, non-condensing
 - c. Altitude up to 3,300 feet above sea level
 - d. Nominal voltage of 480 volts, plus or minus ten percent, three-phase, three-wire. Include an under-voltage feature to allow trip-free operation down to 35 percent undervoltage.
 - e. Nominal frequency of 60 Hertz plus or minus three Hertz
 - f. Input power factor of 95 percent displacement power factor at all operating speeds
 - g. Efficiency of 96 percent at full speed and full load

C. Features:

1. Controller shall have the following features:
 - a. Digital keypad and display module shall provide parameter setting, adjustments, and monitoring of control functions and faults. Display messages shall be in English.
 - b. Serial communication port shall allow connecting to programmable controller interface using manufacturer standard protocol.

- c. Independent acceleration/deceleration rates shall provide two to 600 seconds minimum. When called to stop, motor shall decelerate to minimum speed before stopping.
- d. Power loss feature shall allow five cycle ride-through capability for input supply interruptions.
- e. Time delay automatic restart shall allow restart after controller fault conditions have been cleared with programmable attempts.
- f. Coasting motor restart shall allow controller to restart into a coasting motor without damage or tripping. Coasting motor restart feature shall allow switching from bypass mode to variable frequency drive mode while operating, without shutdown.
- g. Isolated control inputs and outputs

D. Protection:

- 1. Controller shall have protective functions as follows:
 - a. Input line metal oxide varistor transient protection
 - b. Electronic over-current trip, instantaneous and inverse-time overload protection with thermal memory retention
 - c. Over-temperature trip protection
 - d. Current limit trip protection
 - e. Input line over- and under-voltage trip protection
 - f. Ground fault trip protection

2.5 OUTPUT FILTER

A. General:

- 1. Provide output filter to prevent overstressing motor insulation system. Provide output filter with each variable frequency drive when cable length between motor and variable frequency drive exceeds the following based on noted switching frequencies:
 - a. One kHz switching frequency, 200 feet cable length
 - b. Three kHz switching frequency, 175 feet cable length
- 2. Provide output filters in all other cases based on recommendations of variable frequency drive and motor manufacturers when actual voltage peaks at motor terminals exceed NEMA MG 1 limits.

B. Features and Criteria:

- 1. Filter shall be three-phase, 600-volt class motor-protecting type consisting of suitable values of inductance, capacitance, and resistance to form a damped, low pass filter.
- 2. Filter shall be low-loss type specifically designed to reduce voltage wave form dv/dt . Filter shall allow cable lengths at minimum exceeding actual application distances with waveform resulting in voltage spikes at motor terminal that are within NEMA MG 1 Part 31 voltage stress levels.
- 3. Filter shall be suitable for mounting within variable frequency drive enclosure.

2.6 CONTROLS

A. General:

1. Equip each variable frequency drive control system with relays, switches, fuses, indicating lights, and components required for a complete, functional system.
2. Variable frequency drive control shall be powered from a suitably sized and protected control power transformer.
3. Variable frequency drive control shall include status indicators, controller, and system fault condition displays and operating controls. Provide status indicators and operating controls associated with drive control on front door of enclosure.
4. Control arrangement shall be such that variable frequency drive internal electronic supply voltage is isolated from field wiring.

B. Control and Pilot Devices:

1. Relays shall be standard or latching type, and pneumatic or solid-state time-delay type. Provide relays with contacts rated ten amps, quantity as required.
2. Pilot devices shall be heavy duty type, rated ten amps continuous. Indicating lights shall be push-to-test LED transformer type with 12-volt secondaries.

C. Operation:

1. Controls for each variable frequency drive shall consist of all devices necessary for the following:
 - a. Stop/Start and Speed Control: Stop/start and speed control shall respond to drive-mounted selector switch. With switch in "REMOTE" position, stop/start and speed control shall be based on a stop/start contact and four-to-20 mA DC speed signal from remote process control panel. With switch in "LOCAL" position, stop/start control shall be based on stop/start pushbuttons located adjacent to driven equipment, and speed control shall be based on drive-mounted speed potentiometer.
 - b. Emergency Stop Control: Emergency stop control shall respond to remote stop pushbutton located adjacent to driven equipment. When activated, driven equipment shall stop immediately in all operating modes.
 - c. Motor Over-temperature Shutdown: Motor over-temperature control shall respond to remote contact that activates on motor over-temperature. When over-temperature is detected, driven equipment shall stop. Include provisions to remotely supply 120-volt power to thermistor control module located at motor.
 - d. Seal water control (required for pumps and other equipment that require seal water): Seal water control shall include provisions to supply 120-volt power to remote seal water solenoid. Seal water solenoid shall energize when equipment requiring seal water is enabled. Equipment requiring seal water start shall be delayed until remotely located pressure switch verifies seal water flow. Upon loss of seal water, after an adjustable period of time, an alarm shall be initiated, but equipment requiring seal water shall not shut down. When equipment requiring seal water is stopped, seal water solenoid shall remain energized for an adjustable period of time.

D. Auxiliary Features:

1. Provide each variable frequency drive with the following:
 - a. Status Indicators: Status indicators shall include separate pilot lights for indication of motor run (green), and bypass mode (blue).
 - b. Shutdown Indicators: Shutdown indicators shall include separate pilot lights (red) for each shutdown condition. Arrange shutdown indication circuitry so that, when activated, indicator requires manual reset.
 - c. Contact Outputs: Contact outputs shall include separate dry contacts for remote indication of motor run, seal water alarm for equipment with seal water systems, each shutdown condition, and controller faults.
 - d. Speed Output: Speed output shall include four-to-20 mA DC signal for remote indication of motor speed.

E. Wiring and Device Identification:

1. Provide control wiring and device identification for each variable frequency drive:
 - a. Identify all control conductors with permanent type wire markers. Each wire shall be identified by a unique number and shall be attached to wire at each termination point.
 - b. Identify each control device with permanent type marker. Each device shall be identified by a unique number and shall be attached to each device.
 - c. Numbering system for each wire and control device shall be identified on wiring diagrams and shall reflect actual designations used in the Work.

2.7 SOURCE QUALITY CONTROL

A. Tests:

1. Perform factory tests on each variable frequency drive prior to shipping. Test shall consist of simulating expected load to be driven by operating load through speed ranges specified for driven equipment, for minimum of two hours per drive unit.
2. Provide factory control and alarm tests on each drive unit by simulating each control signal and each alarm function to verify proper and correct drive unit action.
3. Perform specified tests in addition to standard factory tests typically performed.

B. Factory tests as outlined above shall be witnessed by the OWNER's representative:

1. The manufacturer shall notify the OWNER two (2) weeks prior to the date the tests are to be performed.
2. The manufacturer shall include the cost of transportation and lodging for up to three (3) OWNER's representatives.

PART 3 - EXECUTION

3.1 INSPECTION

- A. Examine conditions under which the Work will be installed and notify ENGINEER in writing of conditions detrimental to proper and timely completion of the Work. Do not proceed with the Work until unsatisfactory conditions are corrected.

3.2 INSTALLATION

- A. Install equipment in accordance with manufacturer's recommendations and instructions and in conformance with Laws and Regulations, and the Contract Documents.
- B. Unless otherwise shown or indicated, install equipment at existing location of drive unit being replaced.
- C. Install equipment with sufficient access and working space provided for ready and safe operation and maintenance.
- D. For installations against masonry walls, provide an insulation board, 1/4-inch minimum thickness, between equipment and wall for corrosion protection. Trim board neatly within outline of equipment.
- E. Install all terminations, lugs, and required appurtenances necessary to properly terminate power supplies.
- F. Install control wiring terminations and appurtenances necessary to complete installing control and monitoring devices.

3.3 FIELD QUALITY CONTROL

- A. Site Tests:
 - 1. After installation, inspect, adjust, and test each variable frequency drive at the Site. Testing and inspection shall be in accordance with manufacturer's recommendations and be performed by manufacturer's factory-trained representative. Through CONTRACTOR, manufacturer's factory-trained representative shall inform OWNER and ENGINEER when equipment is correctly installed and ready to be energized. Do not energize equipment without permission of OWNER.
 - 2. Perform the following equipment inspection and testing and provide reports documenting procedures and results.
 - a. Verify all device settings and drive adjustments.
 - b. Inspect all mechanical and electrical interlocks and controls for proper operation.
 - c. Test each drive through specified speed ranges and loads for a minimum of two hours per drive unit.
 - d. Test each drive by using actual control signal for remote and local operation.
 - e. Test each drive alarm function.
 - f. Perform other tests recommended by equipment manufacturer.
- B. Manufacturer Services:
 - 1. Unloading and Installation: Manufacturer's factory-trained representative shall be present during unloading of equipment and installation at equipment's final location. Representative shall train installing personnel in advance in the proper handling and rigging of equipment. Services by manufacturer's representative under this paragraph shall be at least 2 eight-hour days at the Site.

2. Post-installation Check: Manufacturer's factory-trained representative shall check and approve the installed equipment before initial operation. Manufacturer shall calibrate, set and program variable frequency drives provided. Services by manufacturer's representative under this paragraph shall be at least 2 eight-hour days at the Site.
3. Manufacturer's factory-trained representative shall adjust the system to final settings as specified in Article 3.5 of this section. Manufacturer's factory trained representative shall test as specified in section 3.3.A of this section. Representative shall operate and test the system in presence of ENGINEER and verify that equipment is in conformance with the Contract Documents. Services by manufacturer's representative under this paragraph shall be at least 2 eight-hour days at the site.
4. Representative shall revisit the Site as often as necessary until all deficiencies are corrected, prior to readiness for final payment.
5. Provide services of manufacturer's factory-trained representatives to correct defective Work within 72 hours of notification by OWNER during the correction period specified in the General Conditions as may be amended by the Supplementary Conditions.
6. Replacement parts or equipment provided during the correction period shall be equal to or better than original.
7. Training: Provide services of qualified factory trained specialists from manufacturer to instruct OWNER's operations and maintenance personnel in recommended operation and maintenance of equipment.

3.4 ADJUSTING

- A. Following Substantial Completion, when inspection and testing are complete and variable frequency drives are operating, manufacturer's representative shall return to the Site and make final adjustments as required to each variable frequency drive furnished under this Section.

END OF SECTION 262923

SECTION 263213 - PACKAGED ENGINE GENERATORS

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 packaged engine-generator sets for standby power supply with the following features:
 - 1. Diesel engine
 - 2. Unit-mounted cooling system
 - 3. Unit-mounted control and monitoring
 - 4. Performance requirements for sensitive loads
 - 5. Load banks
 - 6. Outdoor enclosure

1.3 SUBMITTALS

- A. Product Data: For each type of packaged engine generator indicated. Include rated capacities, operating characteristics, and furnished specialties and accessories. In addition, include the following:
 - 1. Thermal damage curve for generator
 - 2. Time-current characteristic curves for generator protective device
- B. Shop Drawings: Detail equipment assemblies and indicate dimensions, weights, loads, required clearances, method of field assembly, components, and location and size of each field connection.
 - 1. Wiring Diagrams: Power, signal, and control wiring
- C. Qualification Data: For installer, manufacturer, and testing agency
- D. Source quality-control test reports
 - 1. Certified summary of prototype-unit test report
 - 2. Certified Test Reports: For components and accessories that are equivalent, but not identical, to those tested on prototype unit
 - 3. Report of factory test on units to be shipped for this Project, showing evidence of compliance with specified requirements
 - 4. Report of sound generation
 - 5. Report of exhaust emissions showing compliance with applicable regulations
 - 6. Certified Torsional Vibration Compatibility: Comply with NFPA 110.
- E. Field quality-control test reports

- F. Operation and Maintenance Data: For packaged engine generators to include in emergency, operation, and maintenance manuals. In addition to items specified in Division 1 Section "Operation and Maintenance Data," include the following:
 - 1. List of tools and replacement items recommended to be stored at Project for ready access. Include part and drawing numbers, current unit prices, and source of supply.
- G. Warranty: Special warranty specified in this Section

1.4 QUALITY ASSURANCE

- A. Installer Qualifications: Manufacturer's authorized representative who is trained and approved for installation of units required for this Project.
 - 1. Maintenance Proximity: Not more than four hours' normal travel time from Installer's place of business to Project site.
 - 2. Engineering Responsibility: Preparation of data for vibration isolators and seismic restraints of engine skid mounts, including Shop Drawings, based on testing and engineering analysis of manufacturer's standard units in assemblies similar to those indicated for this Project.
- B. Manufacturer Qualifications: A qualified manufacturer. Maintain, within 100 miles of Project site, a service center capable of providing training, parts, and emergency maintenance repairs.
- C. Source Limitations: Obtain packaged generator sets and auxiliary components through one source from a single manufacturer.
- D. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, Article 100, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.
- E. Comply with ASME B15.1.
- F. Comply with NFPA 37.
- G. Comply with NFPA 70.
- H. Engine Exhaust Emissions: Comply with applicable state and local government requirements.
- I. Noise Emission: Comply with applicable state and local government requirements for maximum noise level at adjacent property boundaries due to sound emitted by generator set including engine, engine exhaust, engine cooling-air intake and discharge, and other components of installation.

1.5 PROJECT CONDITIONS

- A. Environmental Conditions: Engine-generator system shall withstand the following environmental conditions without mechanical or electrical damage or degradation of performance capability:
 - 1. Ambient Temperature: -20 to +40°C.
 - 2. Altitude: Sea level to 700 feet.

1.6 COORDINATION

- A. Coordinate size and location of concrete bases for package engine generators. Cast anchor-bolt inserts into bases. Concrete, reinforcement, and formwork requirements are specified in Division 3.

1.7 WARRANTY

- A. Special Warranty: Manufacturer's standard form in which manufacturer agrees to repair or replace components of packaged engine generators and associated auxiliary components that fail in materials or workmanship within specified warranty period.
 - 1. Warranty Period: 5 years or 3000 hours whichever occurs first to guarantee from defective material/workmanship from date of initial startup. Warranty is comprehensive including labor travel and parts.

1.8 MAINTENANCE SERVICE

- A. Beginning at Substantial Completion, provide (1) visit in the initial year for planned maintenance by service technician of manufacturer's designated local service organization. Provide oil and fuel filters parts as part of these visits and supplies same items as those used in the manufacture and installation of original equipment.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - 1. Caterpillar; Engine Div.
 - 2. Generac Power Systems, Inc.
 - 3. Kohler Co.; Generator Division.
 - 4. Cummins Power Generation; Industrial Business Group.
 - 5. MTU Detroit Diesel.

2.2 ENGINE-GENERATOR SET

- A. Factory-assembled and -tested, engine-generator set.

- B. Mounting Frame: Maintain alignment of mounted components without depending on concrete foundation; and have lifting attachments.
 - 1. Rigging Diagram: Inscribed on metal plate permanently attached to mounting frame to indicate location and lifting capacity of each lifting attachment and generator-set center of gravity.
- C. Capacities and Characteristics:
 - 1. 50 kW / 50 kVA, 0.8 PF, 277/480 volt, 3-phase, 4-wire, alternator capable of supplying 130 SkVA for motor starting loads with maximum instantaneous voltage dip of 30%.
 - 2. Power Output Ratings: Nominal ratings as indicated, with capacity as required to operate as a unit as evidenced by records of prototype testing.
 - 3. Output Connections: Three-phase, four wire.
 - 4. Nameplates: For each major system component to identify manufacturer's name and address, and model and serial number of component.
- D. Generator-Set Performance:
 - 1. Steady-State Voltage Operational Bandwidth: ± 3 percent of rated output voltage from no load to full load.
 - 2. Transient Voltage Performance: Not more than 20 percent variation for 50 percent step-load increase or decrease. Voltage shall recover and remain within the steady-state operating band within three seconds.
 - 3. Steady-State Frequency Operational Bandwidth: 0.5 percent of rated frequency from no load to full load.
 - 4. Steady-State Frequency Stability: When system is operating at any constant load within the rated load, there shall be no random speed variations outside the steady-state operational band and no hunting or surging of speed.
 - 5. Transient Frequency Performance: Less than 5 percent variation for 50 percent step-load increase or decrease. Frequency shall recover and remain within the steady-state operating band within five seconds.
 - 6. Output Waveform: At no load, harmonic content measured line to line or line to neutral shall not exceed 5 percent total and 3 percent for single harmonics. Telephone influence factor, determined according to NEMA MG 1, shall not exceed 50 percent.
 - 7. Sustained Short-Circuit Current: For a 3-phase, bolted short circuit at system output terminals, system shall supply a minimum of 250 percent of rated full-load current for not less than 10 seconds and then clear the fault automatically, without damage to generator system components.

2.3 ENGINE

- A. Fuel: Fuel oil, Grade DF-2
- B. Rated Engine Speed: 1800 rpm.
- C. Maximum Piston Speed for Four-Cycle Engines: 1950 fpm.
- D. Lubrication System: The following items are mounted on engine or skid:

1. Filter and Strainer: Rated to remove 90 percent of particles 5 micrometers and smaller while passing full flow.
 2. Thermostatic Control Valve: Control flow in system to maintain optimum oil temperature. Unit shall be capable of full flow and is designed to be fail-safe.
 3. Crankcase Drain: Arranged for complete gravity drainage to an easily removable container with no disassembly and without use of pumps, siphons, special tools, or appliances.
- E. Engine Fuel System:
1. Main Fuel Pump: Mounted on engine. Pump ensures adequate primary fuel flow under starting and load conditions.
 2. Relief-Bypass Valve: Automatically regulates pressure in fuel line and returns excess fuel to source.
- F. Coolant Jacket Heater: Electric-immersion type, factory installed in coolant jacket system. Comply with NFPA 110 requirements for Level 1 equipment for heater capacity.
- G. Governor: Adjustable isochronous, with speed sensing.
- H. Cooling System: Closed loop, liquid cooled, with radiator factory mounted on engine-generator-set mounting frame and integral engine-driven coolant pump. Design for peak ambient air temperature of 110°F.
1. Coolant: Solution of 50 percent ethylene-glycol-based antifreeze and 50 percent water, with anticorrosion additives as recommended by engine manufacturer.
 2. Size of Radiator: Adequate to contain expansion of total system coolant from cold start to 110 percent load condition.
 3. Temperature Control: Self-contained, thermostatic-control valve modulates coolant flow automatically to maintain optimum constant coolant temperature as recommended by engine manufacturer.
 4. Coolant Hose: Flexible assembly with inside surface of nonporous rubber and outer covering of aging-, ultraviolet-, and abrasion-resistant fabric.
 - a. Rating: 50-psig maximum working pressure with coolant at 180°F, and no collapsible under vacuum.
 - b. End Fittings: Flanges or steel pipe nipples with clamps to suit piping and equipment connections.
- I. Muffler/Silencer: Critical type, sized as recommended by engine manufacturer and selected with exhaust piping system to not exceed engine manufacturer's engine backpressure requirements. (See Sound enclosure for sound requirements for total system)
- J. Air-Intake Filter: Standard-duty, engine-mounted air cleaner with replaceable dry-filter element and "blocked filter" indicator.
- K. Starting System: 12V or 24V electric, with negative ground.
1. Components: Sized so they will not be damaged during a full engine-cranking cycle with ambient temperature at maximum specified in Part 1 "Project Conditions" Article.

2. Cranking Motor: Heavy-duty unit that automatically engages and releases from engine flywheel without binding.
3. Cranking Cycle: As required by NFPA 110 for system level specified.
4. Battery: Adequate capacity within ambient temperature range specified in Part 1 "Project Conditions" Article to provide specified cranking cycle at least twice without recharging.
5. Battery Cable: Size as recommended by engine manufacturer for cable length indicated. Include required interconnecting conductors and connection accessories.
6. Battery Compartment: Factory fabricated of metal with acid-resistant finish and thermal insulation. Thermostatically controlled heater shall be arranged to maintain battery above 10°C regardless of external ambient temperature within range specified in Part 1 "Project Conditions" Article. Include accessories required to support and fasten batteries in place.
7. Battery-Charging Alternator: Factory mounted on engine with solid-state voltage regulation and 35-A minimum continuous rating.
8. Battery Charger: Current-limiting, automatic-equalizing and float-charging type. Unit shall comply with UL 1236 and include the following features:
 - a. Operation: Equalizing-charging rate of 10 A shall be initiated automatically after battery has lost charge until an adjustable equalizing voltage is achieved at battery terminals. Unit shall then be automatically switched to a lower float-charging mode and shall continue to operate in that mode until battery is discharged again.
 - b. Automatic Temperature Compensation: Adjust float and equalize voltages for variations in ambient temperature from minus 40°C to plus 60°C to prevent overcharging at high temperatures and undercharging at low temperatures.
 - c. Automatic Voltage Regulation: Maintain constant output voltage regardless of input voltage variations up to plus or minus 10 percent.
 - d. Ammeter and Voltmeter: Flush mounted in door. Meters shall indicate charging rates.
 - e. Safety Functions: Sense abnormally low battery voltage and close contacts providing low battery voltage indication on control and monitoring panel. Sense high battery voltage and loss of ac input or dc output of battery charger. Either condition shall close contacts that provide a battery-charger malfunction indication at system control and monitoring panel.
 - f. Enclosure and Mounting: NEMA 250, Type 1, wall-mounted cabinet

2.4 FUEL OIL STORAGE

- A. Comply with NFPA 30.
- B. Double Wall Secondary Containment Sub-base Fuel Tank Fuel Oil Tank: Factory installed and piped, complying with UL 142 fuel oil tank. Features include the following:
 1. Tank level indicator
 2. Capacity: Fuel for 24 hours (minimum) continuous operation at 100 percent rated power output (or 500 gallons minimum)
 3. Vandal-resistant fill cap

- 4. Containment Provisions: Comply with requirements of authorities having jurisdiction.
- C. Fuel fill option – The fuel fill is equipped with a 5 gallon above ground fill/spill container that contains fuel over spills that may occur during fill-ups and the normal vent will be extended to 12' above the grade
- D. Decal – The fuel tank will be equipped with a combustible liquids decal and NFPA 704 marker decal.
- E. 5 Gallon Fill/Spill Containment- Aboveground fill/spill container, contains fuel overflow spills that may occur during fill-up
- F. Fuel fill option – The fuel fill is equipped with a 5 gallon above ground fill/spill container that contains fuel over spills that may occur during fill-ups and the normal vent will be extended to 12' above the grade.
- G. High fuel level switch – A fuel level switch will be installed in the tank and the contacts will close when the fuel level reaches 90%.

2.5 CONTROL AND MONITORING

- A. Automatic Starting System Sequence of Operation: When mode-selector switch on the control and monitoring panel is in the automatic position, remote-control contacts in one or more separate automatic transfer switches initiate starting and stopping of generator set. When mode-selector switch is switched to the on position, generator set starts. The off position of same switch initiates generator-set shutdown. When generator set is running, specified system or equipment failures or derangements automatically shut down generator set and initiate alarms. Operation of a remote emergency-stop switch also shuts down generator set.
- B. Manual Starting System Sequence of Operation: Switching on-off switch on the generator control panel to the on position starts generator set. The off position of same switch initiates generator-set shutdown. When generator set is running, specified system or equipment failures or derangements automatically shut down generator set and initiate alarms. Operation of a remote emergency-stop switch also shuts down generator set.
- C. Configuration: Operating and safety indications, protective devices, basic system controls, and engine gages shall be grouped in a common control and monitoring panel mounted on the generator set. Mounting method shall isolate the control panel from generator-set vibration.
- D. Indicating and Protective Devices and Controls:
 - 1. AC voltmeter
 - 2. AC ammeter
 - 3. AC frequency meter
 - 4. DC voltmeter (alternator battery charging)
 - 5. Engine-coolant temperature gage
 - 6. Engine lubricating-oil pressure gage

7. Running-time meter
 8. Ammeter-voltmeter, phase-selector switch(es)
 9. Generator-voltage adjusting rheostat
 10. Start-stop switch
 11. Overspeed shutdown device
 12. Coolant high-temperature shutdown device
 13. Coolant low-level shutdown device
 14. Oil low-pressure shutdown device
 - 15.
 16. Fuel tank derangement alarm
 17. Fuel tank high-level shutdown of fuel supply alarm
 18. Generator overload
- E. Supporting Items: Include sensors, transducers, terminals, relays, and other devices and include wiring required to support specified items. Locate sensors and other supporting items on engine or generator, unless otherwise indicated.
- F. Connection to Data Link: A separate terminal block, factory wired to Form C dry contacts, for each alarm and status indication is reserved for connections for data-link transmission of indications to remote data terminals.

2.6 ACCESSORIES

- A. Battery Charger – An automatic float to equalize battery charger with the following features:
1. 12 or 24 VDC output
 2. Voltage regulation of 1% from no to full load over 10% AC input line voltage variations
 3. Ammeter and voltmeter with 5% full-scale accuracy
 4. LED lamp for power indication
 5. Current limited during engine cranking, short circuit, and reverse polarity conditions
 6. Temperature compensated for ambient temperatures for -40°C to 60°C
 7. UL Listed
- B. Battery, Rack and Cables – Battery, battery rack and battery cables capable of holding the manufacturer's recommended batteries shall be supplied
- C. Rodent Guards – Generator rodent guards shall prevent intrusion and protect internal components
- D. Block Heater – The block heater shall be thermostatically controlled and sized to maintain manufacturers recommended engine coolant temperature to meet the start-up requirements of NFPA 99 and NFPA 110, Level 1.
- E. Dry Contacts – 2 Input/5 Output Module kit provides two additional analog inputs and 5 additional dry contact outputs. The analog inputs can be used for analog or digital input functions. They can be set up for 0-5VDC, ± 3 VDC resistive or relay contact sensor devices

- F. Remote emergency generator stop button – generator shall be furnished with an externally mounted, recessed, emergency stop switch, Pilla model GS series with clear protective cover # PILCLHCOV1 or equal, NEMA 4X rated.
- G. Supply flexible fuel lines to provide a flexible connection between the engine fuel fittings and the fuel supply tank piping and for the fuel return lines from the injector pump per engine manufacturer's recommendations. Flex line shall have a protective steel wire braid to protect the hose from abrasion.
- H. Remote annunciator panel

2.7 GENERATOR OVERCURRENT AND FAULT PROTECTION

- A. Generator Circuit Breaker:
 - 1. 60A; 80% rated; electronic trip; complying with NEMA AB 1 and UL 489
 - 2. Tripping Characteristic: Designed specifically for generator protection
 - 3. Trip Rating: Matched to generator rating
 - 4. Shunt Trip: Connected to trip breaker when generator set is shut down by other protective devices
 - 5. Mounting: Adjacent to or integrated with control and monitoring panel

2.8 GENERATOR, EXCITER, AND VOLTAGE REGULATOR

- A. Comply with NEMA MG 1.
- B. Drive: Generator shaft shall be directly connected to engine shaft. Exciter shall be rotated integrally with generator rotor.
- C. Electrical Insulation: Class H
- D. Stator-Winding Leads: Brought out to terminal box to permit future reconnection for other voltages if required
- E. Construction shall prevent mechanical, electrical, and thermal damage due to vibration, overspeed up to 125 percent of rating, and heat during operation at 110 percent of rated capacity.
- F. Enclosure: Drip-proof
- G. Instrument Transformers: Mounted within generator enclosure
- H. Voltage Regulator: Solid-state type, separate from exciter, providing performance as specified.
 - 1. Adjusting rheostat on control and monitoring panel shall provide ± 5 percent adjustment of output-voltage operating band.
- I. Windings: Two-thirds pitch stator winding and fully linked amortisseur winding.

2.9 OUTDOOR GENERATOR-SET ENCLOSURE

- A. Description: Vandal-resistant, weatherproof aluminum or steel housing, wind resistant up to 150 mph. Multiple panels shall be lockable and provide adequate access to components requiring maintenance. Panels shall be removable by one person without tools. Instruments and control shall be mounted within enclosure. The generator set shall be supplied with a Sound Attenuated Enclosure, providing a sound pressure of: 75 dB(A) while the generator is operating at 100% load at 7 meters (23 feet).
- B. Description: Prefabricated enclosure with the following features:
 - 1. Construction: Galvanized-steel, metal-clad, or aluminum, integral structural-steel-framed building erected on concrete foundation.
 - 2. Structural Design and Anchorage: Comply with ASCE 7 for wind loads.
 - 3. Louvers: Equipped with bird screen and filter arranged to permit air circulation when engine is not running while excluding exterior dust, birds, and rodents.
 - 4. Hinged Doors: With padlocking provisions.
 - 5. Ventilation: Louvers equipped with bird screen and filter arranged to permit air circulation while excluding exterior dust, birds, and rodents.
 - 6. Thermal Insulation: Manufacturer's standard materials and thickness selected to maintain winter interior temperature within operating limits required by engine-generator-set components.
- C. Engine Cooling Airflow through Enclosure: Maintain temperature rise of system components within required limits when unit operates at 110 percent of rated load for 2 hours with ambient temperature at top of range specified in system service conditions.
 - 1. Louvers: Fixed-engine, cooling-air inlet and discharge. Storm-proof and drainable louvers prevent entry of rain and snow.
- D. Convenience Outlets: GFCI. Arrange for external electrical connection.

2.10 VIBRATION ISOLATION DEVICES

- A. Elastomeric Isolator Pads: Oil-and-water-resistant elastomer or natural rubber, arranged in single or multiple layers, molded with a nonslip pattern and galvanized-steel baseplates of sufficient stiffness for uniform loading over pad area, and factory cut to sizes that match requirements of supported equipment.

2.11 FINISHES

- A. Indoor and Outdoor Enclosures and Components: Manufacturer's standard finish over corrosion-resistant pretreatment and compatible primer.

2.12 SOURCE QUALITY CONTROL

- A. Prototype Testing: Factory test engine-generator set using same engine model, constructed of identical or equivalent components and equipped with identical or equivalent accessories.
 - 1. Tests: Comply with NFPA 110, Level 1 Energy Converters and with IEEE 115.

- B. Project-Specific Equipment Tests: Before shipment, factory test engine-generator set and other system components and accessories manufactured specifically for this Project. Perform tests at rated load and power factor. Include the following tests:
1. Test components and accessories furnished with installed unit that are not identical to those on tested prototype to demonstrate compatibility and reliability.
 2. Full load run.
 3. Maximum power.
 4. Voltage regulation.
 5. Transient and steady-state governing.
 6. Single-step load pickup.
 7. Safety shutdown.
 8. Provide 14 days' advance notice of tests and opportunity for observation of tests by Owner's representative.
 9. Report factory test results within 10 days of completion of test.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine areas, equipment bases, and conditions, with Installer present, for compliance with requirements for installation and other conditions affecting packaged engine-generator performance.
- B. Examine roughing-in of piping systems and electrical connections. Verify actual locations of connections before packaged engine-generator installation.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION

- A. Comply with packaged engine-generator manufacturers' written installation and alignment instructions and with NFPA 110.
- B. Install packaged engine generator to provide access, without removing connections or accessories, for periodic maintenance.
- C. Install packaged engine generator with elastomeric isolator pads on 4-inch-high concrete base. Secure sets to anchor bolts installed in concrete bases. Concrete base construction is specified in Division 26 Section "Supporting Devices."
- D. Electrical Wiring: Install electrical devices furnished by equipment manufacturers but not specified to be factory mounted.

3.3 CONNECTIONS

- A. Connect fuel, cooling-system, and exhaust-system piping adjacent to packaged engine generator to allow service and maintenance.

- B. Connect engine exhaust pipe to engine with flexible connector.
- C. Connect fuel piping to engines with a gate valve and union and flexible connector.
- D. Ground equipment according to Division 26 Section "Grounding and Bonding."
- E. Connect wiring according to Division 26 Section "Conductors and Cables."

3.4 IDENTIFICATION

- A. Identify system components according to Division 16 Section "Electrical Identification."

3.5 FIELD QUALITY CONTROL

A. Non-Conforming Work

1. To ensure that the equipment has been designed and built to the highest reliability and quality standards, the manufacturer and/or local representative shall be responsible for three separate tests: design prototype tests, final production tests, and site tests.
 - a. Design Prototype Tests. Components of the emergency system, such as the engine/generator set, transfer switch, and accessories, shall not be subjected to prototype tests because the tests are potentially damaging. Rather, similar design prototypes and preproduction models shall be subject to the following tests:
 - 1) Maximum power (kW)
 - 2) Maximum motor starting (kVA) at 35% instantaneous voltage dip
 - 3) Alternator temperature rise by embedded thermocouple and/or by resistance method per NEMA MG1-32.6
 - 4) Governor speed regulation under steady-state and transient conditions
 - 5) Voltage regulation and generator transient response
 - 6) Harmonic analysis, voltage waveform deviation, and telephone influence factor
 - 7) Three-phase short circuit test
 - 8) Alternator cooling air flow
 - 9) Torsional analysis to verify that the generator set is free of harmful torsional stresses
 - 10) Endurance testing
 - b. Final Production Tests. Each generator set shall be tested under varying loads with guards and exhaust system in place. Tests shall include:
 - 1) Single-step load pickup
 - 2) Safety shutdown device testing
 - 3) Rated Power @ 0.8 PF
 - 4) Maximum power
 - 5) Upon request, a witness test, or a certified test record sent prior to shipment
 - c. Site Tests. The manufacturer's distribution representative shall perform an installation check, startup, and building load test. The engineer, regular operators, and the maintenance staff shall be notified of the time and date of the site test. The tests shall include:

- 1) Fuel, lubricating oil, and antifreeze shall be checked for conformity to the manufacturer's recommendations, under the environmental conditions present and expected.
 - 2) Accessories that normally function while the set is standing by shall be checked prior to cranking the engine. These shall include block heaters, battery chargers, alternator strip heaters, remote annunciators, etc.
 - 3) Generator set startup under test mode to check for exhaust leaks, path of exhaust gases outside the building, cooling air flow, movement during starting and stopping, vibration during operation, normal and emergency line-to-line voltage and frequency, and phase rotation.
- B. Automatic start by means of a simulated power outage to test remote-automatic starting, transfer of the load, and automatic shutdown. Prior to this test, all transfer switch timers shall be adjusted for proper system coordination. Engine coolant temperature, oil pressure, and battery charge level along with generator set voltage, amperes, and frequency shall be monitored throughout the test.
- C. Manufacturer's Field Service: Engage a factory-authorized service representative to inspect, test, and adjust components, assemblies, and equipment installations, including connections. Report results in writing.

3.6 DEMONSTRATION

- A. Engage a factory-authorized service representative to train Owner's maintenance personnel to adjust, operate, and maintain packaged engine generators.
- B. Load Bank Test – A 2-hour resistive load bank test shall be performed. Data shall be recorded every 15 minutes for the first hour with 25%, 50%, 75% and last hour with 100% load. The temporary portable load bank will be provided by generator manufacturer.
- C. Tank Testing - Tank pressure test to be performed and documented by the generator supplier.
- D. Tank Inspection and Certification - Electrical installer shall obtain permits and arrange inspection of the fuel tank from State of Ohio Department of Environmental Protection.

END OF SECTION 263213

SECTION 263600 - AUTOMATIC TRANSFER SWITCHES

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Automatic transfer switches.

1.2 REFERENCES

- A. NFPA 70 - National Electrical Code
- B. NEMA ICS 1 - General Standards for Industrial Control and Systems
- C. NEMA ICS 2 - Standards for Industrial Control Devices, Controllers, and Assemblies
- D. NEMA ICS 6 - Enclosures for Industrial Controls and Systems
- E. UL 1008 - Standard for Transfer Switch Equipment

1.3 SUBMITTALS

- A. Submit under provisions of Division 1.
- B. Product Data: Provide catalog sheets showing voltage, switch size, ratings and size of switching and overcurrent protective devices, operating logic, short circuit ratings, dimensions, and enclosure details.
- C. Manufacturer's Installation 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.

1.2 OPERATION AND MAINTENANCE DATA

- A. Operation Data: Include instructions for operating equipment. Include instructions for operating equipment under emergency conditions when engine generator is running.
- B. Maintenance Data: Include routine preventative maintenance and lubrication schedule. List special tools, maintenance materials, and replacement parts.

1.3 QUALIFICATIONS

- A. Manufacturer: Company specializing in manufacturing the Products specified in this section with minimum three years documented experience, and with service facilities within 100 miles of Project.
- B. Supplier: Authorized distributor of specified manufacturer with minimum three years documented experience. NOTE: Switches for the project shall be supplied by the same manufacturer as the Paralleling Switchgear – see specification section 262313.

1.4 REGULATORY REQUIREMENTS

- A. Conform to requirements of NFPA 70.
- B. Furnish products listed and classified by UL as suitable for purpose specified and indicated.

1.5 DELIVERY, STORAGE, AND HANDLING

- A. Deliver, store, protect and handle products to site under provisions of Division 1.
- B. Store in a clean, dry space. Maintain factory wrapping or provide an additional heavy canvas or heavy plastic cover to protect units from dirt, water, construction debris, and traffic.
- C. Handle in accordance with manufacturer's written instructions. Lift only with lugs provided for the purpose. Handle carefully to avoid damage to internal components, enclosure and finish.

1.6 FIELD MEASUREMENTS

- A. Verify that field measurements are as indicated on shop drawings.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Zenith (GE/ABB)
- B. Russelectric
- C. ASCO
- D. Kohler

2.2 AUTOMATIC TRANSFER SWITCH

- A. Description: NEMA ICS 2, automatic transfer switch, with integral circuit breaker; assembly rated as Service Entrance equipment.

- B. Configuration: Electrically operated, mechanically held transfer switch, Molded Case Circuit breaker ahead of the main line connections of the switch.

2.3 RATINGS

- A. Voltage: 480 volts, three phase, four wire, 60 Hz.
- B. Switched Poles: 3, or as noted on drawings. Refer to NEC Article 250 for proper generator grounding.
- C. Load Inrush Rating: Combination.
- D. Continuous Rating: As indicated on drawings.
- E. Withstand Current Rating: As indicated on drawings, with minimum of 22 kA rms symmetrical amperes.
- F. Service Entrance Rated with overcurrent protection for Normal Source only.

2.4 PRODUCT OPTIONS AND FEATURES

- A. Summary of Options:
 - Microprocessor logic,
 - Adjustable time Delay Normal to Emergency
 - Adjustable time Delay Engine Start Adj. .5-15 secs.
 - Adjustable time Delay Emergency to Normal
 - Adjustable time Delay Engine Cooloff
 - Emer. Source Sensing:
 - Test pushbutton
 - Electrical Operator Isolation Switch
 - Single Phase Under Volt/Under Freq.
 - Indication / Pilot Light: Normal Position
 - Indication / Pilot Light: Emergency Position
 - Indication / Pilot Light: Normal Tripped
 - Indication / Pilot Light: Emergency Tripped
 - Aux. Contacts: Norm Source Avail. 4NO/4NC
 - Aux. Contacts: Emer Source Avail. 4NO/4NC
 - Normal and Emergency Over current protection
 - Auto. Plant Exer.: Selectable Load/No Load w/Failsafe
- B. Test Switch: Mount in cover of enclosure to simulate failure of normal source.
- C. Return to Normal Switch: Mount in cover of enclosure to initiate manual transfer from alternate to normal source.
- D. Transfer Switch Auxiliary Contacts: 2 normally open; 2 normally closed.

- E. Normal Source Monitor: Monitor each line of normal source voltage and frequency; initiate transfer when voltage drops below 85 percent or frequency varies more than 3 percent from rated nominal value.
- F. Alternate Source Monitor: Monitor alternate source voltage and frequency; inhibit transfer when voltage is below 85 percent or frequency varies more than 3 percent from rated nominal value.
- G. Open transition transfer.

2.5 AUTOMATIC SEQUENCE OF OPERATION

- A. Initiate Time Delay to Start Alternate Source Engine Generator: Upon initiation by normal source monitor.
- B. Time Delay To Start Alternate Source Engine Generator: 0 to 15 seconds, adjustable.
- C. Initiate Transfer Load to Alternate Source: Upon initiation by normal source monitor and permission by alternate source monitor.
- D. Time Delay Before Transfer to Alternate Power Source: 0 to 3 minutes, adjustable.
- E. Initiate Retransfer Load to Normal Source: Upon permission by normal source monitor.
- F. Time Delay Before Transfer to Normal Power: 0 to 30 minutes, adjustable; bypass time delay in event of alternate source failure.
- G. Time Delay Before Engine Shut Down: 0 to 30 minutes, adjustable, of unloaded operation.
- H. Engine Exerciser: Start engine every 7 days; run for 30 minutes before shutting down. Bypass exerciser control if normal source fails during exercising period.
- I. Alternate System Exerciser: Transfer load to alternate source during engine exercising period.

2.6 ENCLOSURE

- A. Enclosure: NEMA Type 1 for indoor units; NEMA 4X SS for outdoor units.
- B. Finish: Painted Steel for NEMA 1.
- C. Free Standing, to be bolted to concrete below, unless otherwise indicated on drawings.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Install transfer switches in accordance with manufacturer's instructions.
- B. Provide engraved plastic nameplates under the provisions of Section 260553.
- C. Include startup by authorized technician and coordinate with generator manufacturer.

3.2 WARRANTY- Provide 5-year comprehensive warranty with parts, labor and travel

3.3 DEMONSTRATION

- A. Provide systems demonstration under provisions of Division 1.
- B. Demonstrate operation of transfer switches in normal and emergency modes.

END OF SECTION 263600

SECTION 264313 - TRANSIENT VOLTAGE SUPPRESSION

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 TVSSs for low-voltage power, control, and communication equipment.

1.3 DEFINITIONS

- A. ATS: Acceptance Testing Specifications
- B. SVR: Suppressed voltage rating
- C. TVSS: Transient voltage surge suppressor

1.4 SUBMITTALS

- A. Product Data: For each type of product indicated. Include rated capacities, operating weights, operating characteristics, furnished specialties, and accessories.
- B. Product Certificates: For transient voltage suppression devices, signed by product manufacturer certifying compliance with the following standards:
 - 1. UL 1283
 - 2. UL 1449
- C. Qualification Data: For testing agency
- D. Field quality-control test reports, including the following:
 - 1. Test procedures used
 - 2. Test results that comply with requirements
 - 3. Failed test results and corrective action taken to achieve requirements
- E. Operation and Maintenance Data: For transient voltage suppression devices to include in emergency, operation, and maintenance manuals
- F. Warranties: Special warranties specified in this Section

1.5 QUALITY ASSURANCE

- A. Source Limitations: Obtain suppression devices and accessories through one source from a single manufacturer.
- B. Product Options: Drawings indicate size, dimensional requirements, and electrical performance of suppressors and are based on the specific system indicated. Refer to Division 1 Section "Product Requirements."
- C. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, Article 100, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.
- D. Comply with IEEE C62.41, "IEEE Guide for Surge Voltages in Low Voltage AC Power Circuits," and test devices according to IEEE C62.45, "IEEE Guide on Surge Testing for Equipment Connected to Low-Voltage AC Power Circuits".
- E. Comply with NEMA LS 1, "Low Voltage Surge Protection Devices".
- F. Comply with UL 1283, "Electromagnetic Interference Filters," and UL 1449, "Transient Voltage Surge Suppressors".

1.6 PROJECT CONDITIONS

- A. Service Conditions: Rate surge protection devices for continuous operation under the following conditions, unless otherwise indicated:
 - 1. Maximum Continuous Operating Voltage: Not less than 115 percent of nominal system operating voltage.

1.7 WARRANTY

- A. Special Warranty: Manufacturer's standard form in which manufacturer agrees to repair or replace components of surge suppressors that fail in materials or workmanship within five years from date of Substantial Completion.

1.8 EXTRA MATERIALS

- A. Furnish extra materials described below that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.
 - 1. Replaceable Protection Modules: One of each size and type installed.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
- B. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - 1. Advanced Protection Technologies, Inc.
 - 2. Atlantic Scientific
 - 3. Current Technology, Inc.
 - 4. Cutler-Hammer, Inc.; Eaton Corporation
 - 5. Entelelec International
 - 6. General Electric Company
 - 7. Innovative Technology, Inc.
 - 8. Intermatic, Inc.
 - 9. LEA International
 - 10. Leviton Mfg. Company Inc.
 - 11. Liebert Corporation; a division of Emerson
 - 12. Northern Technologies, Inc.
 - 13. Siemens Energy & Automation, Inc.
 - 14. Square D; Schneider Electric
 - 15. Surge Suppression Incorporated
 - 16. Sutton Designs Inc.
 - 17. Transtector Systems, Inc.
 - 18. Tycor; Cutler-Hammer, Inc.
 - 19. United Power Corporation
 - 20. Zero Surge Inc.

2.2 SERVICE ENTRANCE SUPPRESSORS

- A. Surge Protection Device Description: Non-modular, sine-wave-tracking type with the following features and accessories:
 - 1. LED indicator lights for power and protection status
 - 2. Audible alarm, with silencing switch, to indicate when protection has failed
 - 3. One set of dry contacts rated at 5 A and 250 VAC, for remote monitoring of protection status
- B. Surge Protection Device Description: Modular design with field-replaceable modules, sine-wave-tracking type with the following features and accessories:
 - 1. Fuses, rated at 200-kA interrupting capacity
 - 2. Fabrication using bolted compression lugs for internal wiring
 - 3. Integral disconnect switch
 - 4. Redundant suppression circuits
 - 5. Redundant replaceable modules

6. Arrangement with copper bus bars and for bolted connections to phase buses, neutral bus, and ground bus
 7. Arrangement with wire connections to phase buses, neutral bus, and ground bus
 8. LED indicator lights for power and protection status
 9. Audible alarm, with silencing switch, to indicate when protection has failed
 10. One set of dry contacts rated at 5 A and 250 VAC, for remote monitoring of protection status. Coordinate with building power monitoring and control system.
 11. Surge-event operations counter
- C. Peak Single-Impulse Surge Current Rating: 240 kA per phase.
- D. Connection Means: Permanently wired.
- E. Protection modes and UL 1449 SVR for grounded wye circuits with voltages of 480/277, 3-phase, 4-wire circuits shall be as follows:
1. Line to Neutral: 800V for 480/277
 2. Line to Ground: 800V for 480/277
 3. Neutral to Ground: 800V for 480/277

2.3 PANELBOARD SUPPRESSORS

- A. Surge Protection Device Description: Non-modular, sine-wave-tracking type with the following features and accessories:
1. LED indicator lights for power and protection status
 2. Audible alarm, with silencing switch, to indicate when protection has failed
 3. One set of dry contacts rated at 5 A and 250 VAC, for remote monitoring of protection status
- B. Surge Protection Device Description: Modular design with field-replaceable modules, sine-wave-tracking type with the following features and accessories:
1. Fuses, rated at 200-kA interrupting capacity
 2. Fabrication using bolted compression lugs for internal wiring
 3. Integral disconnect switch
 4. Redundant suppression circuits
 5. Redundant replaceable modules
 6. Arrangement with wire connections to phase buses, neutral bus, and ground bus
 7. LED indicator lights for power and protection status
 8. Audible alarm, with silencing switch, to indicate when protection has failed
 9. One set of dry contacts rated at 5 A and 250 VAC, for remote monitoring of protection status. Coordinate with building power monitoring and control system.
 10. Surge-event operations counter
- C. Peak Single-Impulse Surge Current Rating: 120 kA per phase
- D. Protection modes and UL 1449 SVR for grounded wye circuits with voltages of 208Y/120, 3-phase, 4-wire circuits shall be as follows:
1. Line to Neutral: 400V for 208Y/120
 2. Line to Ground: 400V for 208Y/12
 3. Neutral to Ground: 400V for 208Y/120

- E. Protection modes and UL 1449 SVR for 240/120-V, single-phase, 3-wire circuits shall be as follows:
 - 1. Line to Neutral: 400V
 - 2. Line to Ground: 400V
 - 3. Neutral to Ground: 400V
- F. Protection modes and UL 1449 SVR for 240/120-V, 3-phase, 4-wire circuits with high leg shall be as follows:
 - 1. Line to Neutral: 400V, 800V from high leg
 - 2. Line to Ground: 400V
 - 3. Neutral to Ground: 400V

2.4 ENCLOSURES

- A. NEMA 250, with type matching the enclosure of panel or device being protected

PART 3 - EXECUTION

3.1 INSTALLATION OF SURGE PROTECTION DEVICES

- A. Install devices at service entrance on load side, with ground lead bonded to service entrance ground.
- B. Install devices for panelboard, Motor Control Center, and auxiliary panels with conductors or buses between suppressor and points of attachment as short and straight as possible. Do not exceed manufacturer's recommended lead length. Do not bond neutral and ground.
 - 1. Provide multi-pole, 30A circuit breaker as a dedicated disconnect for suppressor, unless otherwise indicated.

3.2 PLACING SYSTEM INTO SERVICE

- A. Do not energize or connect panelboards or Motor Control Centers to their sources until surge protection devices are installed and connected.

3.3 FIELD QUALITY CONTROL

- A. Manufacturer's Field Service: Engage a factory-authorized service representative to inspect, test, and adjust equipment installation, including connections, and to assist in field testing. Furnish all test results.
 - 1. Verify that electrical wiring installation complies with manufacturer's written installation requirements.
- B. Testing: Perform the following field tests and inspections and prepare test reports:
 - 1. After installing surge protection devices, but before electrical circuitry has been energized, test for compliance with requirements.
 - 2. Complete startup checks according to manufacturer's written instructions.

3. Perform each visual and mechanical inspection and electrical test stated in NETA ATS, "Surge Arresters, Low-Voltage Surge Protection Devices" Section. Certify compliance with test parameters.

C. Remove and replace malfunctioning units and retest as specified above.

3.4 DEMONSTRATION

- A. Engage a factory-authorized service representative to train Owner's maintenance personnel to adjust, operate, and maintain transient voltage suppression devices. Refer to Division 1 Section "Closeout Procedures."

END OF SECTION 264313

SECTION 310000 - EARTHWORK

PART 1 - GENERAL

1.1 SUMMARY

- A. The Work covered by this Section shall include all excavation, trenching and related work for the construction of the designated structures and pipelines, backfill and other incidental work.
- B. The Work covered by this Section consists of:
 - 1. making all necessary excavations for the construction of all Work;
 - 2. preparing subgrade for foundations, slabs, walks, and pavements;
 - 3. doing all pumping, fluming, and dewatering necessary to keep the trenches and other excavation free from water;
 - 4. providing for uninterrupted flow of existing drains and sewers, and the disposal of water from any sources during the progress of the Work;
 - 5. supporting and protecting all trench walls, structures, pipes, conduits, culverts, posts, poles, wires, fences, buildings and other public and private property adjacent to the Work;
 - 6. removing and replacing existing sewers, culverts, pipelines and bulkheads where necessary;
 - 7. removing after completion of the Work all sheeting and shoring or other soil support materials not necessary to support the sides of trenches;
 - 8. removing and disposing all surplus excavated material;
 - 9. doing all backfilling and grading, of compacting backfill to limits specified or ordered by the Engineer;
 - 10. restoring all property damaged as a result of the Work involved in this Contract.
- C. The Work includes transporting surplus excavated materials not needed for backfill at the location where the excavation is made, to other parts of the Work where filling is required, and disposal of all types of surplus material off the site.
- D. The Work includes:
 - 1. constructing a structure of soil or granular material in layers to a predetermined elevation and cross section;
 - 2. supporting and protecting all structures, pipes, conduits, culverts, posts, poles, wires, fences, buildings and other public and private property adjacent to the Work;
 - 3. placing all fill and performing rough grading;
 - 4. compacting fill to limits specified or ordered by the Engineer;
 - 5. restoring all property damaged as a result of the Work involved in this Contract.

1.2 RELATED DOCUMENTS AND SECTIONS

- A. Section 013319 – Field Testing Requirements
- B. Section 015713 - Temporary Erosion Control
- C. Section 030000 - Concrete Work
- D. Specific Project Requirements

1.3 DEFINITIONS

- A. Backfill: Soil or granular materials used to fill an excavation.
 - 1. Initial Backfill: Backfill placed beside and over pipe in a trench, not including haunches to support sides of pipe.
 - 2. Final Backfill: Backfill placed over initial backfill to fill a trench.
- B. Bedding: Layer placed over the excavated subgrade in a trench before laying pipe.
- C. Borrow: Satisfactory soil imported for use as fill or backfill.
- D. Excavation: Removal and disposal of material encountered above subgrade or foundation elevations.
 - 1. Additional Excavation: Excavation below subgrade or foundation elevations as directed by Engineer.
 - 2. Trench: Narrow linear excavation
 - 3. Unauthorized Excavation: Excavation below subgrade or foundation elevations or beyond indicated dimensions without direction by Engineer. Unauthorized excavation, as well as remedial work directed by Engineer, shall be without additional compensation.
 - 4. Unclassified Excavation: Excavation to subgrade elevations regardless of the character of surface or subsurface conditions encountered, including rock, soil materials and obstructions.
- E. Embankment: A structure consisting of soil, granular material, shale, rock, or other approved material, constructed in layers to a predetermined elevation and cross-section.
- F. Granular materials: Natural aggregate, such as broken or crushed rock, gravel, or sand that can be readily incorporated into an 8-inch layer, and in which at least 65% by weight of the grains or particles are retained in a No. 200 sieve.
- G. Laboratory Dry Weight: The maximum laboratory dry weight shall be the weight provided by the laboratory when the sample is tested in accordance with ASTM D-698 Method A, C, or D.
- H. Optimum Moisture: The water content at which the maximum density is produced in a soil by a given compaction effort (ASTM D-698).

- I. Pavement Prism: Also referred to as the zone of influence. The area below a line drawn 45 degrees to the horizontal from the surface at the edge of pavement, sidewalk or curb.
- J. Pipe Embedment: The material placed in a trench surrounding a pipe or conduit consisting of the foundation, bedding, haunching, and initial backfill.
- K. Rock: Rock material in beds, ledges, unstratified masses, and conglomerate deposits and boulders of rock material one (1) cu. yd. or more in volume that when tested by an independent geotechnical testing agency, according to ASTM D 1586, exceeds a standard penetration resistance of 100 blows/2 inches.
- L. Shale: Laminated material, formed by the consolidation in nature of soil, having a finely stratified structure. For the purpose of these specifications, the following bedrock types shall also be considered shale: mudstone, claystone, siltstone and hard clay.
- M. Soil: All earth materials, organic or inorganic, which have resulted from natural processes such as weathering, decay, and chemical reaction.
- N. Structures: Buildings, footings, foundations, retaining walls, slabs, tanks, curbs, pavement, mechanical and electrical appurtenances, or other man-made stationary features constructed above or below the ground surface.
- O. Subgrade: Surface or elevation remaining after completing excavation, or top surface of a fill or backfill immediately below subbase, drainage course, or topsoil materials.
- P. Utilities: On-site underground pipes, conduits, ducts, and cables, as well as underground services within buildings.

1.4 SUBMITTALS

- A. Comply with all provisions of Section 013323, Shop Drawings and Submittals.
- B. Product Data: For the following:
 - 1. Source-locations of all materials shall be identified to the Engineer.
 - 2. Source quality laboratory test of all fill materials as required to show compliance with material specifications.
- C. Shop Drawings: Submit information for the following items:
 - 1. Sheeting and bracing (prepared and stamped by a professional engineer, registered in the State of Ohio).
 - 2. Dewatering system and standby equipment (prepared and stamped by a professional engineer, registered in the State of Ohio).
 - 3. Protection methods anticipated (prepared and stamped by a professional engineer, registered in the State of Ohio).Excavation procedures (prepared and stamped by a professional engineer, registered in the State of Ohio).

1.5 REFERENCES

- A. AASHTO M 43 Standard Specification for Size of Aggregate for Road and Bridge Construction
- B. ASTM C-150 Standard Specification for Portland Cement
- C. ASTM C-618 Standard Specification for Fly Ash and Raw or Calcined Natural Pozzolan for Use as a Mineral Admixture in Portland Cement Concrete
- D. ASTM D-698 Standard Test Methods for Moisture-Density Relations of Soils and Soil-Aggregate Mixtures Using 5.5-lb (2.49-kg) Rammer and 12-in. (305-mm) Drop
- E. ASTM D-1586 Standard Method for Penetration Test and Split-Barrel Sampling of Soils
- F. ASTM D-2487 Standard Test Method for Classification of Soils for Engineering Purposes
- G. ASTM D-2940 Standard Specification for Graded Aggregate Material for Bases or Subbases for Highways or Airports
- H. ASTM D-4253 Standard Test Method for Maximum Index Density and Unit Weight of Soils Using a Vibratory Table
- I. ASTM D-4254 Standard Test Method for Minimum Index Density and Unit Weight of Soils and Calculation of Relative Density
- J. State of Ohio - Department of Transportation - Construction and Material Specifications, Item 304, Aggregate Base.
- K. State of Ohio - Department of Transportation - Construction and Material Specifications, Material Detail 703.16, Suitable Materials for Embankment Construction.
- L. State of Ohio - Department of Transportation - Construction and Material Specifications, Material Detail 703.02.A.2, Fine Aggregate for Portland Cement Concrete

1.6 QUALITY ASSURANCE

- A. Qualifications - Work shall be performed by personnel meeting requirements identified in section 014323 – Qualifications of Tradesmen.
- B. Regulatory Requirements - The project is subject to the Build America, Buy American Act (BABA). All materials used for earthwork shall be in accordance with the requirements set forth in BABA.
- C. Certifications - The Contractor shall provide certification that all materials meet requirements identified in plans, specifications, and bid/contract documents.

D. Field Samples - All testing of native soils, bedding and backfill materials, and pavement base materials shall be in accordance with requirements identified in section 013319 – Field Test Reporting.

E. Before and during installation, the Contractor shall comply with provisions under Section 013119 – Project Meetings.

1.7 PROJECT CONDITIONS

A. Environmental Requirements

1. All work to be performed in accordance with section 013543 – Environmental Protection

B. Existing Conditions

1. Existing ground elevations of the site are shown by figures and/or by contours on the Drawings. The contours and elevations of the present ground are believed to be reasonably correct, but do not purport to be absolutely so, and, together with any schedule of quantities, are presented only as an approximation. The Contractor shall satisfy himself, however, by actual examination on the site of the Work, as to the existing elevations and contours, and the amount of work required.

C. Existing Utilities

1. Do not interrupt utilities serving facilities occupied by Owner or others unless permitted in writing by Engineer and then only after arranging to provide temporary utility services according to requirements indicated.
2. Notify Engineer not less than two days in advance of proposed utility interruptions.
3. Do not proceed with utility interruptions without Engineer's written permission.
4. Contact utility-locator service for area where Project is located before excavating.

1.8 DELIVERY, STORAGE AND HANDLING

A. Deliver products to the site, store and protect under provisions of Section 016600, Product Handling and Protection.

B. Comply with all provisions of Section 013543, Environmental Protection.

1.9 SEQUENCING AND SCHEDULING

A. Refer to 013319 for testing laboratory service scheduling.

1.10 PROHIBITION OF EXPLOSIVES

- A. The use of explosives is not permitted.

1.11 FIELD MEASUREMENTS

- A. The Contract Drawings may indicate locations where certain utilities, structures or facilities might possibly interfere with the installation of new improvements. The Contractor shall dig such exploratory test pits as may be necessary to determine the exact location and elevation of the indicated subsurface structure and shall make acceptable provision for their protection, support and maintenance in operation. The Engineer shall be provided advance notification when and where excavation for test pits will take place. The Contractor shall provide the Engineer a record of field locations of all listed utilities, structures or facilities a minimum of five (5) days prior to initiating construction of the project. Locations and elevations are to be provided by a Surveyor registered in the State of Ohio.

PART 2 - PRODUCTS

2.1 GRANULAR PIPE EMBEDMENT

- A. Crushed gravel or crushed limestone meeting AASHTO M 43 gradation shall be used for bedding, haunching, and initial backfill as shown on the Drawings.

2.2 SPECIAL BACKFILL MATERIAL (ODOT Item 304)

- A. Special backfill material shall meet the gradation requirements of ODOT Item 304 and shall consist of crushed gravel or crushed limestone in combination with natural sand or stone. The aggregate shall meet the following gradation requirements:

<u>Sieve</u>	<u>Total Percent Passing</u>
2 inch	100
1 inch	70-100
¾ inch	50-90
No. 4	30-60
No. 30	9-33
No. 200	0-15

EMBANKMENTS

- A. Soils suitable for use in an embankment must conform to ODOT 703.16 and are restricted as follows:
 - 1. Maximum laboratory dry weight shall not be less than 90 pounds per cubic foot, except that soils having maximum dry weights of less than 100 pounds per cubic foot shall not be used in the top 12 inches of embankment.
 - 2. Soil having a liquid limit in excess of 49 are considered as unsuitable for use in an embankment.

3. Silt from excavation or borrow identified as Ohio Classification A-4b shall be considered suitable for use in an embankment only when placed at least 3 feet below the surface of the subgrade.
4. No slag, recycled Portland cement concrete or recycled asphaltic concrete products are suitable for use in an embankment.
5. Do not use any suitable material that cannot be incorporated in an 8-inch lift in the top 2 feet of the embankment.
6. Do not use shale, hard shale, or siltstone in the top 2 feet of embankment.
7. Do not use materials that cannot be satisfactorily placed and compacted to a stable and durable condition.
8. Material excavated in the work that contains excessive moisture is unsuitable for embankment construction unless dried. Dry or aerate such material before incorporating in the work. The Contractor may elect to waste this material, instead of drying it.
9. Granular material Type E as specified in ODOT 703.16.C, is not allowed.
10. No petroleum contaminated soils are suitable for use in an embankment.

2.3 ENGINEERED FILL

- A. Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D 2940. The aggregate shall meet the following gradation requirements:

<u>Sieve</u>	<u>Total Percent Passing</u>
2 inch	100
1½ inch	95-100
¾ inch	70-92
3/8 inch	50-70
No. 4	35-55
No. 30	12-25
No. 200	0-8

2.4 ACCESSORIES

- A. Warning Tape
 1. Acid- and alkali-resistant polyethylene film warning tape manufactured for marking and identifying underground utilities, 6 inches wide and 4 mils thick, continuously inscribed with a description of the utility; colored as follows:
 - a. Red: Electric.
 - b. Yellow: Gas, oil, steam, and dangerous materials.
 - c. Orange: Telephone and other communications.
 - d. Blue: Water systems.
 - e. Green: Sewer systems.
- B. Detectable Warning Tape
 1. Acid- and alkali-resistant polyethylene film warning tape manufactured for marking and identifying underground utilities, a minimum of 6 inches wide and 4 mils thick, continuously inscribed with a description of the utility, with metallic core encased in a protective jacket for corrosion protection,

detectable by metal detector when tape is buried up to 30 inches deep; colored as follows:

- a. Red: Electric.
- b. Yellow: Gas, oil, steam, and dangerous materials.
- c. Orange: Telephone and other communications.
- d. Blue: Water systems.
- e. Green: Sewer systems.

PART 3 - EXECUTION

3.1 PROTECTION

A. Excavation; Temporary Sheet piling, Shoring, and Bracing

1. All excavation shall be in accordance with the Occupation Safety and Health Administration (OSHA) regulations.
2. The Contractor shall furnish and install adequate sheet piling, shoring, and bracing to maintain safe working conditions, and to protect newly built work and all adjacent neighboring structures from damage by settlement.
3. Bracing shall be arranged so as not to place a strain on portions of completed work until construction has proceeded enough to provide ample strength. Sheet piling and bracing may be withdrawn and removed at the time of backfilling, but the Contractor shall be responsible for all damage to newly built work and adjacent and neighboring structures.
4. All sheet piling shall be removed unless specifically authorized in writing by the Engineer to be left in place.

B. Construction Sheet piling Left in Place

1. The Contractor shall furnish, install, and leave in place construction sheet piling and bracing when specified or when indicated or shown on the Drawings.
2. Any construction sheet piling and bracing which the Contractor has placed to facilitate his work may be ordered in writing by the Engineer to be left in place. The right of the Engineer to order sheet piling and bracing left in place shall not be construed as creating an obligation on his part to issue such orders. Failure of the Engineer to order sheet piling and bracing left in place shall not relieve the Contractor of his responsibility under this Contract.

3.2 REPLACING, MOVING AND REPAIRING OF EXISTING UTILITIES

A. The Contractor shall:

1. replace, move, repair and maintain all utilities and all other structures encountered in the work
2. coordinate and communicate with applicable utility companies
3. repair all damage done to any of the said structures and appurtenances through his acts or neglect and shall keep them in repair during the life of this contract. The Contractor shall in all cases leave them in as good condition as they were previous to the commencement of the work and to the satisfaction of the Engineer.

3.3 DEWATERING

A. Drainage and Removal of Water

1. The Contractor shall dispose of water from the Work in a suitable manner without damage to adjacent property or structures.
2. The Contractor shall, when ordered by the Engineer, construct tight bulkheads across trench and provide pumps suitable for the removal of any water which may be encountered or which may accumulate in the trenches. Unless otherwise provided for in the Contract Documents, drainage water will not be permitted to flow through the conduit.
3. The trench shall be kept free from sewage and storm, surface, and subsurface water to at least 2 feet below the bottom of the excavation.
4. Where open water courses, ditches, or drain pipes are encountered during the progress of the Work, the Contractor shall provide protection and securing of the continuous flow in such courses or drains and shall repair any damage that may be done to them.

3.4 EXCAVATION CLASSIFICATION

- #### A.
- All excavated materials are unclassified as defined in Article 1.3.

3.5 GENERAL EXCAVATION

- #### A.
- All necessary excavation for buildings, structures, pavements, and site improvements shall be performed to accommodate the completion of all related Contract Work.
- #### B.
- The Drawings show the horizontal and the lower limits of structures. The methods and equipment used by the Contractor when approaching the bottom limits of excavation shall be selected to provide a smooth surface and to prevent disturbing the soil below the bottom limits of excavation. All soil loosened during excavation shall be removed from the bottom of the excavation.
- #### C.
- Conform to elevations and dimensions shown within a tolerance of plus or minus 0.10 feet, and extending a sufficient distance from footings and foundations to permit placing and removal of concrete formwork, installation of services, other construction, and for inspection.
- #### D.
- Excavation which is carried below the bottom limits of structures shall be classified as Unauthorized Excavation, unless said excavation below bottom limits of structures has been authorized by the Engineer prior to each occurrence.

3.6 TRENCH EXCAVATION

- #### A.
- Excavation for trenches in which pipelines, sewers, and conduits are to be installed shall provide adequate space for workmen to space and joint pipe properly, but in every case the trench shall be kept to a minimum width. The width of trench shall not exceed the limits shown on the Drawings.

- B. Excavation shall be to the depth necessary for placing of granular bedding material under the pipe as shown on the Drawings. If over-excavation occurs, the trench bottom shall be filled to grade with compacted granular bedding material.
- C. Trenching operations shall not be performed beyond the distance that will be backfilled and compacted the same day.
- D. In general, backfilling shall begin as soon as the conduit is in approved condition to receive it and shall be carried to completion as rapidly as possible. New trenching shall not be started when earlier trenches need backfilling or the surfaces of streets or other areas need to be restored to a safe and proper condition.

3.7 EXCAVATION OF UNSUITABLE MATERIALS

- A. Unsuitable materials existing below the Contract bottom limits for excavation shall be removed as directed by the Engineer. Such excavation shall not exceed the vertical and lateral limits as prescribed by the Engineer.
- B. In utility trenches, the voids left by removal of unsuitable excavated material shall be filled with AASHTO M 43 No. 1 and No. 2 aggregate conforming to the material requirements of Article 2.1 of this Section.
- C. In excavations other than utility trenches, the voids left by removal of unsuitable excavated material shall be filled with material consisting of either: (1) Special Backfill Material; (2) Class B concrete; or (3) Low Strength Mortar Backfill, whichever is ordered by the Engineer.
- D. Removal of unsuitable excavated material and its replacement as directed will be paid on basis of Contract Conditions relative to Changes in Work unless specific unit prices have been established for excavation of unsuitable material.

3.8 DISPOSAL OF UNSUITABLE AND SURPLUS MATERIAL

- A. It shall be the responsibility of the Contractor to dispose of all surplus material that cannot be used in backfill or embankments at his expense outside the limits of the project. Unsuitable excavated material, including rock or large boulders, shall be disposed of outside the limits of the project.
- B. Surplus material may be wasted adjacent to or incorporated in the regular construction only when ordered in writing by the Engineer.

3.9 BACKFILL

- A. Pipelines, Sewers and Conduits

1. All pipe shall have bedding extending the width of the trench with depth in conformance with the Drawings. The bedding material shall be thoroughly compacted by tamping until no further densification is possible.
2. Pipe cover material shall be used for filling above the pipe bedding along the sides of the pipe and to a height of twelve (12) inches over the top of the pipe. The pipe cover material shall be brought up evenly on both sides of the pipe to eliminate the possibility of lateral displacement of the pipe and shall be thoroughly compacted by tamping until no further densification is possible. Care shall be taken to spade the aggregate under the pipe haunch below the spring line.
3. All trenches and excavations shall be backfilled immediately after pipe is laid therein, unless otherwise directed by the Engineer.
4. After the pipe cover has been placed and compacted around the pipe as specified above, the remainder of the trench may be backfilled by machine. The backfill material shall be deposited in eight (8) inch horizontal layers, and each layer shall be thoroughly compacted to the specified density by approved methods before a succeeding layer is placed. In no case will backfilling material from a bucket be allowed to fall directly on a pipe and in all cases the bucket must be lowered so that the shock of the falling earth will not cause damage.

B. Structures

1. Backfilling shall not commence before concrete has attained specified strength. Do not use equipment for backfilling and compaction operations against structures that will overload the structure.
2. Backfilling around and over structures shall be carefully placed and tamped with tools of suitable weight to a point one (1) foot above the top of same. Additional backfill may be required to protect the structure from damage from heavy equipment. Backfill shall be placed in uniform layers not exceeding eight (8) inches in depth. Each layer shall be placed, then carefully and uniformly compacted to the specified density so as to eliminate the possibility of displacement of the structure.
3. After the backfill has been placed and compacted around the structure to the height specified above, the remainder may be backfilled by machine. The backfill material shall be deposited in eight (8) inch horizontal layers, and each layer shall be thoroughly compacted to the specified density by approved methods before a succeeding layer is placed. In no case will backfilling material from a bucket be allowed to fall directly on a structure, and in all cases the bucket must be lowered so that the shock of the falling earth will not cause damage.

C. Where any new, proposed, or future pavement, driveway, parking lot, curb, curb and gutter, or walk is to be placed over a backfilled area, Special Backfill material shall be used for any portion of the trench falling within the pavement prism.

D. Where it is necessary to undercut or replace existing utility conduits and/or service lines, the excavation beneath such lines shall be backfilled the entire length with approved Granular Pipe Embedment Material compacted in place in eight (8) inch layers to the required density. The approved Granular Pipe Embedment Material

shall extend outward from the spring line of the conduit a distance of two (2) feet on either side and thence downward at its natural slope.

3.10 EMBANKMENT

- A. In making fill for embankment, the surface of the existing ground shall be cleared, grubbed, stripped of organic material, plowed, compacted according to the requirements specified in this Section, and stepped on slopes so as to enable bond or firm bearing for the new fill. The materials for these fills shall be selected of approved materials free from organic matter and placed in horizontal layers not exceeding eight (8) inches in thickness when loose, each layer being thoroughly compacted. Materials shall not be placed when fill or foundation is frozen.
- B. Where fill is to be placed on side slopes steeper than one (1) vertical to six (6) horizontal, steps shall be formed into the slope before any embankment is placed. These steps shall be cut at vertical intervals at no more than two (2) feet and shall have a horizontal dimension of not less than three (3) feet.
- C. As fill progress, the top shall be kept crowned or sloped for drainage. No pavement shall be placed upon embankment until it meets compaction testing requirements.
- D. Fills that abut or contain concrete or masonry structures shall be placed with care to avoid undue or unbalanced loads on these structures.
- E. Following the completion of embankment, all slopes shall be neatly and evenly dressed to proper elevation, grade and dimension.

SUBGRADE

- A. All soil subgrade shall be prepared in accordance with this subsection.
- B. Drainage
 - 1. The surface of the subgrade shall be maintained in a smooth condition to prevent ponding of water after rains to insure the thorough drainage of the subgrade surface at all times.
- C. Unsuitable Subgrade
 - 1. Where unsuitable subgrade or subgrade not meeting the required bearing capacity is encountered in cuts, due to no fault or neglect of the Contractor, in which satisfactory stability cannot be obtained by moisture control and compaction, the unstable material shall be excavated to the depth required by the Engineer.
 - 2. Suitable material required for the embankment to replace the undercut will be paid on basis of Contract Conditions relative to changes in Work.
 - 3. Where soft subgrade in cuts is due to the failure of the Contractor to maintain adequate surface drainage as required in this article, or is due to any other fault or neglect of the Contractor, the unstable condition shall be corrected as outlined above at no expense to the Owner.

3.11 CONSTRUCTION WITH MOISTURE AND DENSITY CONTROL

- A. All backfill and embankments, except rock embankments, shall be constructed using moisture and density control. All subgrade, except rock and shale in cut sections, shall be constructed using moisture and density control.
- B. Backfill, embankment and subgrade material which does not contain sufficient moisture to be compacted in accordance with the requirements of Article 3.17 of this Section shall be sprinkled with water as directed by the Engineer to bring the moisture content to within the range of optimum plus or minus three (3) percent. Water shall be thoroughly incorporated into the material by means of discs or other approved equipment.
- C. Backfill, embankment and subgrade material containing excess moisture shall be dried, prior to installation, to a moisture content not greater than three (3) percentage points above optimum, except that for material within the moisture content range specified herein that displays pronounced elasticity or deformation under the action of loaded construction equipment, the moisture content shall be reduced to optimum or below if necessary to secure stability. For subgrade material, these requirements for maximum moisture shall apply at the time of compaction of the subgrade and also at the time of placing pavement or subbase. Drying of wet soil shall be expedited by the use of plows, discs, or by other approved methods when so ordered by the Engineer.

3.12 COMPACTION REQUIREMENTS

- A. The bottom of excavations upon which concrete foundations or structures are to be placed shall be compacted so as to obtain 100% of maximum dry density per ASTM D-698 in the top twelve (12) inches.
- B. The top twelve (12) inches of stripped original subgrade and final subgrade shall be compacted to not less than 100% of maximum dry density per ASTM D-698.
 - 1. Subgrade under new, proposed, or future pavement shall be compacted 18 inches beyond the edge of pavement, paved shoulders or paved medians.
- C. Compaction of subgrade for sidewalks (regardless of paving material) shall be 100% of maximum dry density per ASTM D-698 in the top six (6) inches.
- D. Compaction of non-paved areas shall be 90% of maximum dry density per ASTM D-698.
- E. Aggregate pipe embedment and aggregate backfill around structures shall be compacted to not less than 100% of maximum dry density per ASTM D-4253 and ASTM D-4254.
- F. Final backfill shall be compacted to not less than 100% of maximum dry density per ASTM D-698.
- G. Fill placed within the interior of structures shall be compacted to not less than 100% of maximum dry density per ASTM D-698.

- H. Embankment shall be placed and compacted in layers until the density is not less than the percentage of maximum dry density indicated in the following table determined by ASTM D-698.

EMBANKMENT SOIL COMPACTION REQUIREMENTS

Maximum Laboratory Dry Weight <u>Pounds/Cubic Foot</u>	Minimum Compaction Requirements Percent Laboratory <u>Maximum</u>
90-104.9	102
105-119.9	100
120 and more	98

- I. Test Sections
1. If it is determined by the Engineer that the composition of the material is such that it cannot be tested for density using a nuclear densometer or other methods; or where, in the opinion of the Engineer, in-place compaction testing is not feasible; and if approved by the Engineer, the Contractor may construct a test section to demonstrate acceptable compactive effort in lieu of in-place compaction testing. Test sections shall be constructed at no additional cost to the Owner.
 2. The test section shall be completed by repeatedly compacting the material until no further density is achieved. This value shall be the Minimum Test Section Density (MTSD). The compaction equipment used to complete the test section shall be of suitable size to compact the material and shall be the same equipment used to compact the in-place material.
 3. The test section shall be constructed with moisture density control as specified in this Section.
 4. The material shall be compacted to at least 98% of the MTSD.
 5. Each lift of in-place fill or backfill shall be densified using a compactive effort equal to or greater than the effort applied to achieve the MTSD; i.e., if six passes were required to achieve MTSD, then each lift of material shall be compacted using six or more passes.
 6. Construct a new test section when, in the opinion of the Engineer, the fill or backfill material has changed character or when the supporting material has changed character.

3.13 GRADING

- A. Uniformly grade areas to a smooth surface, free of irregular surface changes. Comply with compaction requirements and grade to cross sections, lines, and elevations indicated.
1. Provide a smooth transition between adjacent existing grades and new grades.
 2. Cut out soft spots, fill low spots, and trim high spots to comply with required surface tolerances.

B. Site Grading

1. Slope grades to direct water away from buildings and to prevent ponding.
Finish subgrades to required elevations within the following tolerances:
 - a. Lawn or unpaved areas shall be graded to plus or minus 1 inch.
 - b. Walks shall be graded to plus or minus 1 inch.

END OF SECTION 310000

SECTION 312323.13 – COMPACTED BACKFILL

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division-1 Specification sections, apply to work of this section.

1.2 DESCRIPTION OF WORK

- A. The Contractor shall furnish, place and compact all the materials needed from select excavated materials or furnish additional suitable material if the excavated material is deemed unsuitable or the moisture content is not or can not be made to be within acceptable tolerances of optimum moisture to achieve the specified compaction.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Suitable excavated material as specified in ODOT Item 203.

PART 3 - EXECUTION

3.1 PLACING

- A. Compacted backfill shall be properly placed in layers sufficient to meet the compaction requirement of 95% of maximum laboratory dry density per ASTM D 698 throughout the entire layer and thoroughly compacted with mechanical compaction equipment with moisture adjustment as needed. Should after settlement occur, the Contractor must add and compact additional material, and he must maintain the backfill at the required finished grade or sub-grade until the project is satisfactorily completed and during the correction period.
- B. Approved mechanical compaction equipment shall be used for tamping backfill. Flooding, jetting or puddling of backfill will not be permitted.

END OF SECTION 312323.13

SECTION 312323.14 – COMPACTED GRANULAR BACKFILL

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division-1 Specification sections, apply to work of this section.

1.2 DESCRIPTION OF WORK

- A. The Contractor shall furnish, place and compact all the materials needed.

PART 2 - PRODUCTS

2.1 MATERIAL

- A. Aggregate shall be ODOT 304 crushed limestone. Crushed gravel or slag products are unacceptable.
- B. Contractor shall submit current test reports for the lot(s) of the material to be supplied.

PART 3 - EXECUTION

3.1 PLACING AND COMPACTING

- A. Compacted granular backfill shall be properly placed in layers sufficient to meet the compaction requirement of 100% of maximum laboratory dry density per ASTM D 698 throughout the entire layer and thoroughly compacted with mechanical compaction equipment with moisture adjustment as needed. Should after settlement occur, the Contractor must add and compact additional material, and he must maintain the backfill at the required finished grade or sub-grade until the project is satisfactorily completed and during the correction period.
- B. Approved mechanical compaction equipment shall be used for tamping backfill. Flooding, jetting or puddling of backfill will not be permitted.

END OF SECTION 312323.14

SECTION 329219 – SEEDING AND MULCHING

PART 1 - GENERAL

1.1 SUMMARY

- A. Installation of seeded areas shall be to the extent shown on Contract Drawings and shall include supplying all seed, topsoil, soil conditioning materials, mulching materials and watering, and the incorporation of these materials into the work as specified.
- B. The Contractor shall place topsoil at the depths specified in those areas requiring seeding. Topsoil shall be furnished by the Contractor.

1.2 SUBMITTALS

- A. Product Data: For the following:
 - 1. Provide copies of soils tests for both new topsoil (provided) and onsite topsoil for review and approval. This applies to all areas that require seeding, including reconditioned areas.
 - 2. Provide location of properties from which topsoil is to be obtained, names and addresses of owners, depth to be stripped, and crops grown in the past 2 years.
 - 3. Provide the name of the seed supplier, name and phone number, list of the seed, including varieties of seed, labels, and an analysis of the seed for review, 4 weeks prior to the start of seeding.
 - 4. Provide soil amendments information based on soils test requirements.
 - 5. Hydroseed mixture, mulch and application rates prior to performing the work.

1.3 QUALITY ASSURANCE

- A. Any subcontracted restoration work shall be performed by a qualified firm specializing in landscape work.
- B. The Contractor shall have a soils test done at his expense and analyzed by a state approved testing agency. Soil tests shall be done on both the topsoil stockpiled from the site and new topsoil brought to the site. A minimum of two (2) tests shall be done. The tests shall include percent organic matter, pH, Buffer pH, Phosphorus, Exchangeable Potassium, Calcium, Magnesium, Cation Exchange Capacity and Percent Base Saturation with recommendations for nitrogen, phosphate, potash, magnesium and lime based on plant type and use.

- C. Seed: All seed specified shall meet O.D.O.T. specifications as to the percentage purity, weed seed, and germination. All seed shall be approved by the State of Ohio, Department of Agriculture, Division of Plant Industry, and shall meet the requirements of these specifications.
- D. Packaged Materials: Deliver packaged materials in containers showing weight, analysis, and name of manufacturer. Protect materials from deterioration during delivery, and while stored at site.

1.4 PROJECT CONDITIONS

- A. Utilities: Determine location of underground utilities and perform work in a manner which will avoid possible damage. Hand excavate, as required. Maintain grade stakes set by others until removal is mutually agreed upon by parties concerned.
- B. Excavation: When conditions detrimental to plant growth are encountered, such as rubble fill, adverse drainage conditions, or obstructions, such conditions shall be rectified by the Contractor before planting, with approval from the Owner's Representative.
- C. Soil Stabilization: The Contractor shall provide permanent or temporary soil stabilization to denuded areas within fifteen (15) days after final grade is reached on any portion of the site. Any such area which will not be regraded for longer than fifteen (15) days shall also be stabilized. Soil stabilization includes any measures which protect the soil from the erosive forces of raindrop impact and flowing water. Applications include seeding and/or mulching, or the use of other erosion control measures as directed by the Owner's Representative. If necessary, the Contractor shall coordinate soil stabilization practices with the local Soil and Water Conservation District.
- D. Spring-sown work shall be installed between April 1st and May 30th and Fall-sown work shall be installed between September 1st and October 15th. No permanent seeding shall take place between May 30th and September 1st and between October 15th and April 1st. The dates for seeding may be changed at the discretion of the Owner's Representative.

PART 2 - PRODUCTS

2.1 TOPSOIL

- A. Topsoil shall be furnished by the Contractor. Stockpiled material, if any, shall be utilized prior to obtaining additional topsoil.
- B. All topsoil shall conform to the U.S. Department of Agriculture soil texturing triangle and shall contain between 3% to 8% organic matter. Topsoil shall be loamy and not consist of more than 38% clay. New topsoil shall be screened to remove clay lumps, brush, weeds, litter, roots, stumps, stones larger than ½" in any dimension and any other extraneous or toxic matter harmful to plant growth.

New topsoil shall be obtained only from naturally well drained sites where topsoil occurs in a depth of not less than 4". Do not obtain from bogs or marshes.

- C. Soil amendments shall be added according to the soils test requirements. Amendments can include, but are not limited to fertilizer, lime, compost, sand, and organic matter. Organic matter shall consist of composted leaves or other approved material.

2.2 SEED

- A. Seed shall be vendor mixed, delivered in original bags and shall be proportioned as follows:

<u>Common Name</u>	<u>Proportion by Weight</u>
Kentucky Blue Grass	50%
Perennial Rye	50%

2.3 MULCH

- A. Mulch shall be clean straw free of seed and weed seed.
1. Anchoring for mulch shall be an ODOT specified SS-1 at 60 gal./ton non-toxic tackifier such as Hydro-stik, or equal, or by securing with a photo degradable netting.

- B. If hydroseeding is used, wood fiber mulching material shall be used and shall consist of virgin wood fibers manufactured expressly from whole wood chips and shall conform to the following specifications.

- Moisture content	10.0% $\pm$ 3.0%
- Organic content	99.2% $\pm$ 0.8% O.D. Basis
- pH	4.8 $\pm$ 0.5
- Water holding capacity, minimum (grams of water per 100 grams of fiber)	1,000

Wood fiber mulching material shall be processed in such a manner as to contain no growth or germination inhibiting factors, and must contain a biodegradable green dye to aid in visual metering during application.

PART 3 - EXECUTION

3.1 PREPARATION - GENERAL

- A. Rough grading to a depth necessary to accept the specified thickness of topsoil must be approved prior to placing topsoil.
- B. Loosen subgrade, remove any stones greater than ½" in any dimension. Remove sticks, roots, rubbish, and other extraneous matter.

- C. Spread topsoil to a minimum depth of 4 inches, to meet lines, grades, and elevations shown on plan, after light rolling and natural settlement. Remove sticks, roots, rubbish, stones greater than 1/2" in any dimension, and other extraneous matter. Topsoil shall be tilled thoroughly by plowing, disking, harrowing, or other approved methods. Add specified soil amendments and mix thoroughly into the topsoil.
- D. Preparation of Unchanged Grades: Where seed is to be planted in areas that have not been altered or disturbed by excavating, grading, or stripping operations, prepare soil for planting as follows: Till to a depth of not less than 6 inches. Apply soil amendments and initial fertilizers as specified. Remove high areas and fill in depressions. Till soil to a homogenous mixture of fine texture, free of lumps, clods, stones, roots and other extraneous matter. Soils test requirements apply here as well.
 - 1. Prior to preparation of unchanged areas, remove existing grass, vegetation and turf. Dispose of such material outside of project limits. Do not turn existing vegetation over into soil being prepared for seed.

If necessary, supply and install topsoil in areas where there is no topsoil left after vegetation has been removed.
 - 2. Apply specified soil amendments at rates specified in the soils test and thoroughly mix into upper 2 inches of topsoil. Add topsoil if existing grade has less than 4" of topsoil. Delay application of amendments if planting will not follow within two (2) days.
- E. Fine grade areas to smooth, even surface with loose, uniformly fine texture. Roll, rake, and drag lawn areas, remove ridges and fill depressions, as required to meet finish grades. Remove sticks, roots, rubbish, stones greater than 1/2" in any dimension, and other extraneous matter. Limit fine grading to areas which can be planted immediately after grading.
- F. Moisten prepared areas before planting if soil is dry. Water thoroughly and allow surface moisture to dry before planting lawns. Do not create a muddy soil condition.
- G. Restore areas to specified condition, if eroded or otherwise disturbed, after fine grading and prior to planting.

3.2 SEEDING

- A. Do not use wet seed or seed that is moldy or otherwise damaged in transit or storage. Seed shall not be sown when the ground is frozen, muddy, or when weather conditions prevent proper soil preparation, interference with sowing and/or proper incorporation of seed into the soil.
- B. Sow seed using a spreader or hydroseeder. Do not seed when wind velocity exceeds 5 miles per hour. Distribute seed evenly over entire area by sowing 3 lbs. per 1000 S.F. at right angles to each other. Total amount to equal a minimum of 6 lbs. per 1000 S.F.

- C. For seed sown with a spreader, mulch shall be spread uniformly to form a continuous blanket at a rate of 100 lbs. per 1,000 S.F. Mulch shall be 1 1/2" loose measurement over seeded areas and shall be anchored.
- D. Contractor has the option to hydroseed large lawn areas, using equipment specifically designed for such application. The rate of application of wood fiber mulching materials is 40 lbs./1,000 S.F. Contractor shall not hydroseed within close proximity to buildings and structures, or when unfavorable wind conditions may blow the hydroseed material onto the structure. Contractor shall clean all areas not to be seeded of overspray.
- E. The seeded area shall be watered, as soon as the seed is applied, at the rate of 120 gallons per 1000 square feet. The water shall be applied by means of a hydroseeder or a water tank under pressure with a nozzle that will produce a spray that will not dislodge the mulching material. Cost of this watering shall be included in the cost of seeding and mulching.

3.3 DORMANT SEEDING METHOD

- A. Seeding shall not take place from October 15 through November 20. During this period prepare the seed bed, add the required amounts of lime and fertilizer, and other amendments, then mulch and anchor.
- B. From November 20 through April 1, when soil conditions permit, prepare the seed bed, lime and fertilize, apply the selected seed mixture, mulch, and anchor. Increase the seeding rate by 50 percent.

3.4 RECONDITIONING EXISTING LAWNS

- A. A soils test shall be required for existing lawns prior to any reconditioning.
- B. Recondition all existing lawn areas damaged by Contractor's operations including storage of materials and equipment and movement of vehicles. Also recondition existing lawn areas where minor regrading is required.
- C. Provide soil amendments as called for in the soils test.
- D. Provide new topsoil, as required, to fill low spots and meet new finish grades.
- E. Cultivate bare and compacted areas according to the topsoil specifications.
- F. Remove diseased and unsatisfactory lawn areas; do not bury into soil. Remove topsoil containing foreign materials resulting from the Contractor's operations, including oil drippings, stone, gravel, and other loose building materials.
- G. All work shall be the same as for new seeding.
- H. Water newly planted seed areas. Maintenance of reconditioned lawns shall be the same as maintenance of new lawns.

3.5 ESTABLISHMENT

- A. Maintain work areas as long as necessary to establish a uniformly close stand of grass over the entire lawn area. A uniformly close stand of grass is defined as the seeded areas having 90%+ coverage of grass at 60 days after seeding. 90%+ coverage is defined as very little or no dirt showing when seeded area is viewed from directly overhead.
- B. Maintain lawns by watering, fertilizing, weeding, mowing, trimming, and other operations such as rolling, regrading and replanting as required to establish a smooth acceptable lawn.
 - 1. Mowing
 - a. Mow lawn areas during the period of maintenance to a height of 2 inches whenever the height of the grass becomes 3 inches. A minimum of 3 mowings is required during the period of maintenance.
 - 2. Refertilizing
 - a. Distribute fertilizer on the seeded area between August 15 and October 15, during the period when grass is dry, and in accordance with the manufacturer's recommendations. The fertilizer shall be as specified in the soils test.
 - 3. Reseeding
 - a. Reseed with the seed specified for the original seeding, at the rate of 4 lbs. per 1,000 S.F. in a manner which will cause minimum disturbance to the existing stand of grass and at an angle of not less than 15 degrees from the direction of rows of prior seeding.
 - 4. Watering
 - a. The Contractor shall keep all work areas watered daily to achieve satisfactory growth. Water shall be applied at a rate of 120 gallons per 1,000 square feet. If water is listed as a pay item, it shall be separately paid for based on the actual amount of water used, measured in thousands of gallons.
 - 5. Any mulching which has been displaced shall be repaired immediately. Any seed work which has been disturbed or damaged from the displacement of mulch shall be repaired prior to remulching.

3.6 INSPECTION AND ACCEPTANCE

- A. When seeding work is complete and an acceptable stand of growth is attained, the Contractor shall request the Owner's Representative to make an inspection to determine final acceptance.
- B. Acceptance shall be based upon achieving a vigorous uniformly stand of the specified grasses. If some areas are satisfactory and some are not, acceptance may be made in blocks, provided they are definable or bounded by readily identified permanent surfaces, structures, or other reference means. Partial acceptance decisions may be made by the Owner's Representative. Excessive fragmentation into accepted and unaccepted areas shall not be allowed. Unaccepted areas shall be maintained by the Contractor until acceptable.
- C. No payment shall be made until areas are accepted.
- D. All seeded areas shall be guaranteed for one full growing season to commence upon final acceptance of the areas.

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.

END OF SECTION 330130

SECTION 330130.11 - SEWER TELEVISION INSPECTION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and Technical Specification sections apply to work of this section.

1.2 SUMMARY

- A. The Contractor shall clean the sewer and trap all debris downstream for removal off-site. The Contractor may not flush the debris downstream in the sewer system.
- B. After cleaning, the manhole sections shall be visually inspected by means of closed-circuit television. The inspection will be done one manhole section at a time. Final acceptance of the sewer will be given only after the DVD(s) are reviewed and approved by the Engineer.

1.3 QUALITY ASSURANCE

- A. The television inspection shall be done by a responsible commercial firm known to be skilled and regularly engaged in the business of sewer color DVD documentation. The firm shall furnish such information as the Owner deems necessary to determine the ability of that firm to perform the work in accordance with these specifications.

1.4 SUBMITTALS

- A. Submit a sample DVD of a television inspection similar to this project to verify picture and audio quality. When approved, this DVD will be the standard on which quality will be based and judged.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION

3.1 EQUIPMENT

- A. The television camera used for the inspection shall be one specifically designed and constructed for such inspection. Lighting for the camera shall be suitable to allow a clear picture of the entire periphery of the pipe. The camera shall be operative in 100% humidity conditions. The camera, television monitor, and other components of the video system shall be capable of producing picture quality to the satisfaction of the Owner's Representative.
- B. The DVD with audio shall be shall provide the highest quality picture and sound that is capable of being played back on conventional equipment **without special software**.

3.2 PROCEDURE

- A. Prior to televising, the sewer shall be charged with water until it begins to discharge at the downstream end so any depressions and low points that may be in the sewer will be filled.
- B. The camera will be moved through the line in either direction at a moderate rate, stopping when necessary to permit proper documentation of the sewer's condition. In no case will the television camera be pulled at a speed greater than 30 feet per minute. Manual winches, power winches, TV cable, and powered rewinds or other devices that do not obstruct the camera view or interfere with proper documentation of the sewer conditions shall be used to move the camera through the sewer line.
- C. When manually operated winches are used to pull the television camera through the line, telephones or other suitable means of communication shall be set up between the two (2) manholes of the section being inspected to insure good communications between members of the crew.
- D. The importance of accurate distance measurements is emphasized. Measurement for location of defects shall be above ground by means of a meter device. Marking on the cable, or the like, which would require interpolation for depth of manhole, will not be allowed. Accuracy of the distance meter shall be checked by use of a walking meter, roll-a-tape, or other suitable device, and the accuracy shall be satisfactory to the Engineer.
- E. The following information shall be provided on the DVD:
 - 1. The beginning of each DVD shall contain: project name, contract number, Contractor's name, firm doing filming, date of televising, manhole numbers or sections televised, direction of flow, location, distance between manholes, and distance to wyes, and total tape counter number for the end of the DVD. The DVD counter shall be set at zero at the beginning of the DVD.
 - 2. The beginning of each section of pipe shall have a narrative describing; street locations, the manhole numbers and stationing at the beginning and end of this section, which direction the camera is traveling, the condition of the beginning manhole, size and material of pipe, and plan length of this section of pipe. Manhole numbers (from-to) shall be continuously displayed along with footage.
 - 3. During televising of each pipe section, there shall be a brief report as to findings, such as service connections, defects in pipe, water infiltration, dips in the line, debris, mud, etc. The footage of the finding from the beginning manhole shall also be called out.
 - 4. The end of each section of pipe shall have a narrative describing; the as-built length of this pipe section center-to-center of manholes, the length of the pipe between joints, the overall condition of the pipe, the manhole number and stationing at the end of the section, and the condition of this manhole.
- F. The DVD shall be accompanied by a video log report. The format of the report shall be approved by the Engineer. The report shall contain a table of contents and a separate report page for each section of pipe between manholes or structures, or between a manhole and the end of a run of pipe.

- G. While the Engineer may have a representative on-site during televising, a separate review of the DVD(s) will be performed within ten (10) working days of receipt of the DVD(s). DVD recording playback shall be at the same speed as it was recorded. Slow motion and stop motion playback features shall be supplied.

END OF SECTION 330130.11

SECTION 330507.13 – HORIZONTAL DIRECTIONAL DRILLING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract including General and Supplementary Conditions and Division 1 Specifications sections apply to this section.

1.2 DESCRIPTION

- A. This section contains guidelines and specifications applicable to the installation of pipelines using horizontal directional drilling (HDD). It includes minimum requirements for design, materials, and equipment used for the horizontal directional drilling for the substantially trenchless construction of pipelines. The section also includes materials, dimensions, and other pertinent properties of pipe and required accessories. These properties provide minimum performance requirements for various components including joints.
- B. Installation of pipelines shall be carried out by HDD where shown on the drawings and elsewhere by approval of the Engineer. The bore path shall be designed by the drilling contractor to ensure that pipe joints do not deflect more than 50% of manufacturer's recommended maximum deflection.

1.3 QUALITY ASSURANCE

- A. All horizontal directional drilling operations shall be performed by a qualified Contractor having a minimum of five (5) years' experience of installing pipe using directional drilling methods.
- B. The Contractor shall have demonstrated experience and expertise installing pipe using directional drilling methods involving work of a similar nature to the work required by this project including the following:
 - 1. The installation of greater than 2,000 LF of Gravity Flow Sewers.
 - 2. The installation of at least 2,000 LF of 12-inch diameter or greater pipe.
 - 3. The installation of pipe at depth of 20 feet or greater.

- C. All field supervisory personnel employed by the Contractor shall be adequately trained in directional boring methods and have at least three (3) years' experience in the performance of the work and tasks required.
- D. The Contractor shall show demonstrated experience and expertise in directional drilling methods by providing a job list with pipe sizes and depths similar to the specifications required by this project. This list shall also include a name and telephone number for contact.

1.4 SUBMITTALS

- A. Prior to beginning work, the Contractor shall submit to the Engineer a work plan detailing the procedure and schedule to be used to execute the project. The work plan shall include a description of all equipment to be used, down-hole tools, a list of personnel and their qualifications and experience including back-up personnel, a list of subcontractors, a schedule of work activity, a safety plan (including MSDS of any potentially hazardous substances to be used), traffic control plan (if applicable), and environmental protection plan and contingency plans for possible problems. The work plan shall be comprehensive, realistic, and based on actual working conditions for this particular project. The plan shall document the thoughtful planning required to successfully complete the project.
- B. Specifications on material to be used shall be submitted to Engineer. Material shall include the pipe, fittings, drilling mud, drilling additives, and any other item which is to be an installed component of the project or used during construction.
- C. Submittal requirements in 1.3 Quality Assurance as listed above.

PART 2 - PRODUCTS

2.1 GENERAL

- A. The bore path alignment and design for HDD shall be based on the Engineer's plans and other factors. Some of these factors are the pipe bell and barrel diameters, the optimum individual pipe length (18' nominal), bore path inside diameter, and maximum deflection capabilities of the joint.
- B. Prior to the start of drilling, reaming, and pipe placement operations, the Contractor shall properly locate and identify all existing utilities and structures in proximity to the pipeline alignment. The Contractor shall confirm the alignment of all critical utilities using

vacuum excavation or other suitable excavation method for further detailed confirmations as necessary.

2.2 MATERIALS

- A. High Density Polyethylene Pipe: Pipe and fittings shall meet the requirements of AWWA C906. Pipe used for directional drilling shall be a minimum thickness equivalent to DR 9 HDPE pipe. Joints shall be butt fusion welded.

2.3 EQUIPMENT

- A. The Contractor shall have equipment appropriate for horizontal directional drilling installations. This includes the preparation and maintenance of the bore path using drilling fluids appropriate for the geology of the soils.
- B. The directional drilling machine shall consist of a hydraulically powered system to rotate, push, and pull hollow drill pipe into the ground at variable angles down to 8 degrees above horizontal, while delivering a pressurized fluid mixture to a guidable drilling and piping installation. The machine shall be anchored to the ground to withstand the pulling, pushing, and rotating pressure required to complete the crossing. The hydraulic power system shall be self-contained with sufficient pressure and volume to power drilling operations. Hydraulic system shall be free of leaks. The rig shall have a system to monitor the maximum pull-back pressure during the pull-back operation. The rig shall be grounded during drilling and pull-back operations. There shall be a system to detect electrical current from the drill string and an audible alarm which automatically sounds when an electrical current is detected.
- C. The drill head shall be a steerable type and shall provide the necessary cutting surfaces and drilling fluid jets.
- D. Mud motors shall be of adequate power to turn the required drilling tools.

2.4 GUIDANCE SYSTEM

- A. A conventional electromagnetic sound walkover system, Magnetic Guidance System (MGS) probe, or proven gyroscopic probe and interface shall be used to provide a continuous and accurate determination of the location of the drill head during the drilling operation. The guidance shall be capable of tracking at the maximum depth required and in any soil condition including hard rock. It shall enable the driller to guide the drill head by providing immediate information to the tool face, azimuth (horizontal direction), and inclination (vertical direction). The guidance system shall be accurate to +/- 2% of the vertical depth of the borehole at sensing position at depths up to one hundred feet and accurate within 1.5 meters horizontally.

- B. The Guidance System shall be of a proven type and shall be set up and operated by personnel trained and experienced with this system. The operator shall be aware of any geo-magnetic anomalies and shall consider such influences in the operation of the guidance system if using a magnetic system.

2.5 DRILLING FLUID SYSTEM

- A. A self-contained, closed, drilling fluid mixing system shall be of sufficient size to mix and deliver drilling fluid composed of bentonite clay, potable water, and appropriate additives. The mixing system shall be able to molecularly shear individual bentonite particles from the dry powder to avoid clumping and ensure thorough mixing. The drilling fluid reservoir tank shall be a minimum of 500 gallons. The mixing system shall continually agitate the drilling fluid during drilling operations.
- B. Additives to drilling fluid such as drill soap, polymers, etc., shall be "environmentally safe" and be approved for such usage. No diesel fuel shall be used.
- C. Unless otherwise authorized, an environmentally safe drilling fluid that does not contain bentonite shall be used for all HDD operations where drilling will be done under any stream, river or other watercourse.

2.6 OTHER EQUIPMENT

- A. Pipe rollers shall be of sufficient size to fully support the weight of the pipe while being hydro-tested and during pull-back operations. Sufficient number of rollers shall be used to prevent excess sagging of pipe. Rollers shall be used as necessary to assist in pull-back operations and in layout/jointing of piping.
- B. Hydraulic or pneumatic pipe rammers may only be used if necessary and with the authorization of Engineer.
- C. Other devices or utility placement systems for providing horizontal thrust other than those previously defined in the preceding sections shall not be used unless approved by the Engineer prior to commencement of the work.

2.7 PROOF-OF-DESIGN TESTS

- A. The pipe manufacturer shall have representative proof-of-design tests of flexible restrained pipe joints.

2.8 TRACER WIRE

- A. All piping shall be installed with a continuous, insulated solid number 10 gauge UF (underground feeder per National Electrical Code Article 339) copper wire for location of non-metallic pipe with an electronic pipe tracer.
- B. The wire color shall match the pipe stripe as specified in T02622 and taped along all non-metallic pipes.
- C. Splices, if required, shall be with Buchanan connectors or approved equivalent.
- D. Upon completion, the Contractor shall demonstrate to the Engineer or his representative that the wire is continuous and unbroken through the entire pipe run by providing full signal conductivity when energized. If the wire is broken, the Contractor shall repair it at no additional cost.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. The Engineer must be notified three days in advance of starting work. The Directional Bore shall not begin until the Engineer is present at the job site and agrees that proper preparations for the operation have been made. The Engineer approval for beginning the installation shall in no way relieve the Contractor of the ultimate responsibility for the satisfactory completion of the work as authorized under the Contract.
- B. The drawings show existing utilities that are believed to be near the directional drill alignment. There is no guarantee that these utilities are located as shown or that other utilities may not be present. The Contractor is to field locate existing utilities in advance of the work so as not to delay work and to avoid conflict or disruption of utility services.

3.2 DRILLING PROCEDURE

- A. The work site within right-of-way as indicated on drawings shall be graded or filled to provide a level working area. No alterations beyond what is required for operations are to be made. The Contractor shall confine all activities to designated work areas.
- B. The entire drill path shall be accurately surveyed with entry and exit stakes placed in the appropriate locations within the areas indicated on drawings. If the Contractor is using a magnetic guidance system, drill path shall be surveyed for any surface geo-magnetic variations or anomalies.
- C. The Contractor shall adhere to all applicable state, federal, and local safety regulations, and all operations shall be conducted in a safe manner.

- D. Pipe lengths shall be connected together in one length if space permits. Pipe shall be placed on pipe rollers before pulling into bore hole with rollers spaced close enough to prevent excessive sagging of pipe.
- E. The pilot hole shall be drilled on bore path with no deviations greater than 5% of depth over a length of 100 feet. In the event that pilot does deviate from bore path more than 5%, the Contractor shall notify Engineer and Engineer may require Contractor to pull-back and re-drill from the location along bore path before the deviation.
- F. Upon successful completion of pilot hole, the Contractor shall ream bore hole to a minimum of 25% greater than outside diameter of pipe bell for straight pulls and 50% greater for curved or radius pulls using the appropriate tools. Contractor shall have the option to pre-ream or ream and pull back pipe in one operation if conditions allow. The Contractor shall not attempt to ream at one time more than the drilling equipment and mud system are designed to safely handle.
- G. After successfully reaming bore hole to the required diameter, the Contractor shall pull the pipe through the bore hole. In front of the pipe shall be a swivel. Once pull-back operations have commenced, operations must continue without interruption until pipe is completely pulled into bore hole. During pull-back operations the Contractor shall not apply more than the maximum safe pipe pull force at any time. In the event that pipe becomes stuck, the Contractor shall notify the Engineer. The Engineer and Contractor shall discuss options and then work shall proceed accordingly.
- H. Excess pipe shall be removed and the bore hole associated with this excess pipe shall be filled with flowable fill or grout unless the area of the excess pipe is excavated and backfilled as part of the tie-in operations. In the event that a drilling fluid fracture, inadvertent returns, or returns loss occurs during pilot hole drilling operations, the Contractor shall cease operations and shall discuss corrective options with the Engineer; then work shall proceed accordingly.

3.3 BASIC ASSEMBLY/PULLING METHODS.

- A. Cartridge Assembly (Option 1). Cartridge Assembly option is defined as the assembling of individual sections of pipe in a secured entry and assembly pit. The pipe sections are assembled individually and then progressively pulled into the bore path a distance equivalent to a single pipe section. This assembly-pull process is repeated for each pipe length until the entire line is pulled through the bore path to the exit point.
- B. Assembly-Line or Ramp Method (Option 2). Assembly-Line option is defined by the pre-assembly of multiple lengths of pipe with subsequent pulling installation into the bore path as a long pipe string. With this option, the Contractor shall provide an entry ramp to the entrance of the bore path. The ramp shall be of sufficient length and grade such that

any one pipe joint does not exceed the allowable joint deflection at any point prior to the pipe string entering the bore path.

The Contractor shall be responsible for providing the necessary equipment or ground surface preparation to allow the pipe to be pulled back along the surface prior to the entry ramp and bore path.

The pulling head may also be used as one of the two (2) bulkheads required for a low pressure air test of the pipe string prior to pull back, if required by the engineer. After complete installation, the pulling head may also be helpful with or without further connection of piping in normal higher pressure hydrostatic testing of the installed piping.

3.4 JOINT CLEANING/ASSEMBLIES IN HDD

- A. The Contractor shall be responsible for the proper assembly of all pipe and appurtenances in accordance with the Manufacturer's written installation procedure and as supplemented by these guidelines. Prior to joint assembly all joints and joint components shall be thoroughly cleaned and examined to ensure proper assembly and performance. In the event that the Contractor is not experienced with the assembly of the type of flexible restrained joint being used, it shall be the responsibility of the Contractor to contact a factory-trained representative for recommendations on the proper and efficient installation of the joint.

3.5 PIPE TESTING

- A. Following the successful pullback of the pipe, the Contractor shall hydro-test pipe from end to end.

3.6 SITE RESTORATION

- A. Following drilling operations, the Contractor shall de-mobilize equipment and restore the work-site to original condition. Any noticeable surface defects, due to the drilling operation, shall be repaired by the Contractor.

3.7 RECORD KEEPING AND RECORD DRAWINGS

- A. The Contractor shall maintain a daily record of the drilling operations and a guidance system log with a copy given to Engineer at completion of boring.
- B. The MGS data shall be recorded during the actual crossing operation. The Contractor shall furnish as-built plan and profile drawing based on these recordings showing the actual location horizontally and vertically of the installation, and all utility facilities found

during the installation. The MGS data shall be certified accurate by the Contractor to the capability of the MGS System.

- C. Record drawings shall be completed and reviewed by the Engineer and prepared at the Contractor's expense. The as-built drawings shall be certified by the Contractor for accuracy.

3.8 CONTINGENCY AND RESOURCE PROTECTION PLAN

A. On-Site Monitoring

1. During drilling operations, visual inspection along the bore path of the alignment shall take place at all times.
2. The Contractor shall supply the following information to the monitoring team throughout the duration of the HDD operation at specific time intervals (e.g. upon completion of each drill rod):
 - a. Position of the drilling head relative to the drilling point of entry;
 - b. Estimated total volume of drilling fluid that has been pumped during the drilling operation;
 - c. Comparison of the current total volume of drilling fluid used and the estimated current total volume of returns;
 - d. Equipment breakdowns and repairs;
 - e. Any abnormal drilling fluid pressure at the time of occurrence; and
 - f. Any change of drilling fluid contents (e.g. new bentonite mixture or introduction of LCMs).

B. Field Response Plan

1. During the drilling process, the operator shall adjust the thickness of the bentonite mixture to match the substrate conditions and ensure continuous flow. Subsequently, the operator shall closely monitor drilling pressures and penetration rates so use of fluid pressure shall be optimal to penetrate the formation.

2. A complete and sudden loss of returns serves as a signal to both the operator and the monitor that something more significant may be occurring and to watch closely for a possible surface release. This plan uses the loss of returns or pressure, the use of a tracing dye and visual indications, to trigger response and mitigation actions.
3. In the event of a sudden loss of approximately 75 percent of expected returns, or in the event that a surface release of drilling fluid or dye are detected, the Contractor shall immediately cease operations to determine what actions need to be taken. In areas containing sensitive resources, agency notifications shall be made and the decision to resume operations shall be determined in consultation with the appropriate agencies' representatives.
4. All equipment required to contain and clean up a frac-out release shall either be available at the work site or readily available at an off-site location within 10 minutes of the bore site. Required equipment will be made available by manual transport; unless vehicle transportation is required due to magnitude of equipment and access is available. This equipment includes the following:
 - a. Heavy weight plastic clean gravel filled sand bags (at least 20 bags);
 - b. Geotek filter bags 10-by-12 foot size or equivalent (at least 3 bags per segment);
 - c. Several hard plastic (5-gallon) buckets;
 - d. One wide heavy-duty push broom;
 - e. Three flat bladed shovels;
 - f. Silt fence (appropriate coverage up to 40 foot perimeter);
 - g. Certified weed-free hay bales (appropriate coverage up to 40 foot perimeter);
 - h. Two bundles of absorbent pads to use with plastic sheeting for placement beneath motorized equipment while in operation in the vicinity of a riparian/stream zone;
 - i. Straw logs (wattles or fiber rolls) (at least two 10-foot rolls);
 - j. Portage pumps;
 - k. A minimum of 100 feet of hose; and

1. Vacuum truck (800 and 3,000 gallon).
-
5. General responses to frac-out releases related commitments are as follows:
 - a. Directional boring would stop immediately;
 - b. The bore stem would be pulled back to relieve pressure on frac-out;
 - c. The Owner and Owners' site representative would be notified to ensure adequate response actions are taken and notifications are made;
 - d. Terrestrial releases would be cleaned up using on-site equipment;
 - e. A dike/berm may be constructed around the frac-out (terrestrial only) to entrap released drilling fluid;
 - f. Response equipment stored off-site in readily accessible locations (e.g. portable pumps and full equipped 800 or 3,000 gallon vacuum trucks) would be mobilized to recover larger releases of drilling fluid;
 - g. Access to the frac-out release area would be via existing roads and temporary work easements. Additional access needed to perform clean-up activities would be coordinated with and require approval of all regulating entities.

C. Proper Notification and Documentation

1. If frac-out occurs or any degree of dye were detected within the water column of a stream, the Contractor shall immediately notify the appropriate permitting agencies, and additional follow-up response actions would be developed in coordination with agency representatives.
2. Documentation of environmental compliance shall include written reports of observations, documentation of events and follow-up, and project tracking.

D. Training of Personnel

1. Prior to the commencement of construction, the Contractor shall conduct an on-site training session for members of his monitoring team, Owners' personnel and Owners' site representative. The training session shall cover the following topics:
 - a. Details of the information found within the Contractor's safety, traffic control and environmental protection and contingency plans;
 - b. Specific permitting conditions and requirements;
 - c. Requirement to retain copies of all appropriate permits on the site during all operations;
 - d. Sensitive resources located at or near the site;
 - e. Requirement to monitoring during all operations;
 - f. Proper lines of communication;
 - g. Proper lines of authority and responsibility;
 - h. Information the Contractor shall provide to the monitoring personnel and Owners' site representative;
 - i. Contact names and phone numbers of the appropriate individuals and agencies; and
 - j. Types of events that the Contractor is required to report and to whom.
2. The Contractor shall provide an overview of the drilling operation in their work plan. The training session shall ensure that Contractor personnel recognize the authority of the on-site monitors to stop drilling.

END OF SECTION 330507.13

SECTION 330507.23 - HORIZONTAL BORING AND PIPE JACKING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division 1 Specification sections, apply to work of this section.

1.2 DESCRIPTION OF WORK

- A. The work under this section shall include all underground utility crossings where indicated on the contract drawings by boring a casing and placing the carrier pipe within the casing. It is intended that this section apply to all State highways, railroads, and other facilities or structures designated by the Engineer. This section shall also include all necessary excavation, water removal, casing and carrier pipe, and the furnishing of all labor, material, tools, equipment and accessories to complete the work as specified, shown on the contract drawings, or as directed by the Engineer.
- B. The Contractor shall provide all shoring, blocking or other special supports required to maintain uninterrupted traffic flow, together with all watchmen, flagmen and other services necessary to complete the work.

1.3 QUALITY ASSURANCE

- A. Boring shall follow the guidelines of "The Horizontal Earth Boring and Pipe Jacking Manual" published by the National Utility Contractor's Association.

1.4 JOB CONDITIONS

- A. The Contractor shall provide a safe working condition for his personnel and the public with sheeting, if required, for the receiving and boring pits and include barricades around the pits.

1.5 SUBMITTALS

- A. Certificates of compliance shall be submitted for casing pipe.
- B. Plans and description of the boring arrangement to be used shall be submitted to the Engineer for approval and no work shall proceed until such approval is obtained.

1.6 ALTERNATIVES

- A. The Contractor is not limited to any one method for boring. The following methods can be used:
 - 1. Auger Boring.
 - 2. Slurry Boring.

3. Hand Tunneling.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Casing pipe shall conform to ASTM A139, or API 5L, Grade B, and shall be the size and have wall thickness indicated on the drawings.
- B. Carrier pipe shall conform to drawings.
- C. Drilling fluid shall consist of a mixture of water and a gel-forming colloidal material such as bentonite or approved equal.
- D. Materials used for sheeting, sheet piling, cribbing, bracking, shoring and underpinning shall be in good serviceable condition, and timbers shall be sound, free from large or loose knots and of proper dimensions, as required by the Occupational Safety and Health Administration regulations.

2.2 EQUIPMENT

- A. All equipment used in the execution of work covered under the utility permit shall have the built-in capacity, stability and necessary safety features required to fully comply with the specifications and requirements without showing evidence of undue stress or failure.
- B. It shall be the responsibility of the Contractor to assure that the equipment to be used in the crossing operation is in sound operating condition. Backup equipment may be required where job site conditions indicate that severe damage to the roadway or a hazardous condition may result in the event of an equipment breakdown and where the condition of the equipment to be used indicated that routine component replacement or repair will likely be necessary during the crossing.
- C. Jacks shall be hydraulic, mechanical or manual power units providing horizontal thrust for pushing casing and carrier pipe. Jacks shall have sufficient power to satisfactorily complete the proposed crossing according to manufacturer's recommendations.
- D. Dewatering equipment shall be used to evacuate ground and surface water from the boring and receiving pit areas.
 - 1. When water is known or expected to be encountered, pumps of sufficient capacity to handle the flow shall be maintained at the site and they shall be in constantly attended operation on a 24-hour basis until their operation can be safely halted. When dewatering, close observation shall be maintained to detect any settlement or displacement of the roadway.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Excavation of the receiving and boring pits shall adequately and safely accommodate the boring equipment, materials and workmen.
- B. The face and sides of each pit shall be properly sloped or sheeted and care shall be taken to ensure the safety of the workmen, the integrity of the surface being bored and the traveling public.
- C. When augers, or similar devices, are used for pipe emplacement, the front of the pipe shall be provided with mechanical arrangements or devices that will positively prevent the auger and cutting head from leading the pipe so that there will be no unsupported excavation ahead of the pipe.
- D. The auger and cutting head arrangement shall be removable from within the pipe in the event an obstruction is encountered.
- E. The over-cut by the cutting head shall not exceed the outside diameter of the pipe by more than one-half (1/2) inch. The face of the cutting head shall be arranged to provide reasonable obstruction to the free flow of soft or poor material.
- F. Preparation of the pit floors, whether of dirt, stone or concrete slab, shall be determined by the job conditions. Dewatering provisions shall be considered and implemented as required.
- G. If an obstruction is encountered during installation to stop the forward action of the pipe, and it becomes evident that it is impossible to advance the pipe, operations will cease and the pipe shall be abandoned in place and filled completely with grout at the Contractor's expense. The new boring location, direction and depth shall be chosen by the Owner.
- H. The casing shall be bored in a straight line and on a uniform and level grade.
- I. After the casing is installed, the carrier pipe shall be pushed through on skids to prevent injury to pipe or joints. Every precaution shall be taken to insure that the joints are and will remain in perfect condition.
- J. Bored or jacked installations shall have a bore hole essentially the same as the outside diameter of the pipe. If voids should develop or if the bored hole diameter is greater than the outside of the pipe by more than approximately one (1) inch, grouting or other methods approved by the Engineer shall be employed to fill such voids. Cost of such grouting shall be at the Contractor's expense.

3.2 GROUTING

- A. Where grouting is required in accordance with specifications of the Owner it shall be as follows:

1. A uniform mixture of grout shall be placed under pressure between the casing and carrier pipe. Grouting shall start at the lowest point and proceed upwards simultaneously on both sides of the carrier pipe. A plug shall be installed in each grout hole as the grouting is completed.
2. Grouting shall be kept as close to the heading as possible. Grouting shall proceed as directed by the Engineer.

3.3 BLASTING

- A. Blasting will not be permitted.

3.4 PERMITS AND INSURANCE

A. Permits

1. The Owner will obtain all permits necessary for working within the right-of-way. The Contractor shall make, with the proper authority, satisfactory arrangements for the actual work of this Item.

B. Insurance

1. The Contractor shall be responsible for obtaining any and all insurance required by the proper authorities to perform this work at his own expense. The Contractor shall save harmless the Owner, and any all public agencies affected by this Contract for work performed under this Item from any claims, damages or injury and shall immediately make whatever repairs are necessary to correct any damage to any highway facility and/or right-of-way.

3.5 METHOD OF MEASUREMENT

- A. Measurement for a horizontal boring shall be along the centerline of the pipe, measured from the face of the boring pit to the face of the receiving pit. Where the boring terminates at a manhole, the measurement shall be the center of manhole.

3.6 BASIS OF PAYMENT

- A. The unit price per lineal foot of horizontal boring stipulated in the proposal shall include earth excavation, disposal of soil, pit construction, ventilating, lighting, pumping, and the furnishing and placing of all casing pipe and/or tunnel lining, sheeting, shoring, bracing, blocking, sealing, grout, concrete, the specified carrier pipe, joint materials, sand or grout fill, the concrete cradle required to support the installed carrier pipe for the total width and length of the pits, and the furnishing of all labor, materials, tools and appliances necessary to complete the work as specified or shown.

END OF SECTION 330507.23

SECTION 330519 - DUCTILE IRON PIPE

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division-1 Specification sections, apply to work of this section.

1.2 DESCRIPTION OF WORK

- A. The Contractor shall furnish all the materials for and shall properly place at the locations shown on the drawings or as directed, all ductile iron pipe of the sizes specified, shown or required for the proper completion of the work included under this contract.

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 MATERIALS

- A. All ductile iron pipe shall conform to AWWA C151 with the ends being designed for one of the type joints as specified herein.
- B. To assure that the iron is suitable for satisfactory drilling and cutting, the chemical constituents shall meet the physical property recommendations of ASTM A 536.
- C. The minimum wall thickness of the pipe barrel shall be that indicated in ANSI A21.50 (AWWA C150) for laying condition "2", 150 psi internal working pressure and a surge pressure of 100 psi and 5 ft. depth of cover unless otherwise indicated on the drawings. ANSI A21.50 (AWWA C150) CLASS 52 shall be the minimum thickness class for ductile iron pipe furnished under this specification unless otherwise shown on the drawings.

2.2 COATING AND LINING

- A. The outside surface of all ductile iron pipe shall be shop coated with either a coal tar or asphalt base bituminous material. If this coating material is found to be damaged prior to the pipe trench being backfilled, the Contractor shall provide and apply additional material

of that required to repair the damages. The Contractor shall have sufficient coating material available at the job site prior to laying the pipe.

- B. The interior of the pipe shall be lined with cement mortar and seal coated in complete conformance with ANSI A21.4 (AWWA C104).

2.3 JOINTS

- A. Mechanical Joints and Push-on Joints including their respective appurtenances shall conform to ANSI A21.11 (AWWA C111).
- B. Flanged Joints shall conform to AWWA C110 or ANSI A21.10. Flanged joints shall not be installed underground except within structures as indicated on plans or directed by the Engineer.
- C. Appurtenances used to make flanged joints shall include: one-eighth (1/8) inch thick rubber gaskets, bolts having American Standard Heavy Unfinished Hexagonal Head and Nut dimensions in conformance with ANSI B18.1, and material for bolts and nuts shall conform to ASTM A 575 or A 576.
- D. Ball and socket joints (river crossing) shall be restrained, boltless and capable of deflecting up to 15 degrees and shall be installed in accordance with the manufacturer's recommendations.

2.4 POLYETHYLENE ENCASEMENT

- A. The ductile iron pipe, fittings and appurtenances buried underground, shall be encased with 8 mil polyethylene film conforming to AWWA C105, unless noted otherwise.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. All trenches, when pipe laying is in progress, shall be kept dry and all pipes and specials shall be laid accurately to the required lines and grades and shall be uniformly supported along their entire lengths. The bottom of the excavation shall be properly trimmed, with holes at each joint to receive the bell and to permit the properly cementing the joints.
- B. Pipe shall be fully entered and shall abut against adjacent pipe and in such a manner that there will be no unevenness along the inverts.
- C. When pipes enter or pass through concrete walls, manholes, sewers or other structures, holes shall be provided and the pipes properly cemented in place so as to form a watertight joint.

END OF SECTION 330519

SECTION 330533.23 - HIGH DENSITY POLYETHYLENE (HDPE) PIPE AND FITTINGS

PART 1 - GENERAL

1.1 DESCRIPTION OF WORK

- A. The work covered by this Section includes but is not limited to Ductile Iron Pipe Size (DIPS) high-density polyethylene pipe intended for the transportation of potable water.
- B. It is the intent of this Contract that the final installation be complete in all respects and the Contractor shall be responsible for minor or specific details; coordination with trades, equipment manufacturing, installation and manufacturers start-up representatives; and any necessary special construction not specifically included in the Drawings or Specifications.

1.2 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General Supplementary Conditions and Division-1 Specifications sections apply to work of this section.

1.3 QUALITY ASSURANCE

- A. The named equipment in addition to the detailed specifications, establishes the minimum acceptable standards of material and workmanship. In addition to requirements of these Specifications, all work performed shall be in accordance with approved trade practices and manufacturers recommendations. All equipment shall perform as specified and accessories shall be provided as required for satisfactory operation.
- B. The Contractor shall coordinate and verify that the material furnished meets the Specification, intentions and design criteria prior to equipment submittals and shipment from the manufacturer to the project site.

C. Material References:

<u>Reference</u>	<u>Title</u>
1. AWWA C906	Polyethylene (PE) pressure Pipe & Fittings 4-inch through 63-inch for water dist.
2. ASTM D3261	Butt Heat Fusion PE Fittings for PE Pipe and Tubing
3. ASTM D3350	Standard Specification for PE Pipe & Fittings Materials

4.	ASTM D1238	Standard Test Method for Flow Rates of Thermoplastics by Extrusion Plastometer
5.	ASTM D1505	Density of Plastics
6.	ASTM D2837	Hydrostatic Design Basis
7.	NSF Std. #14	Plastic Piping Components & Y Related Materials
8.	ASTM F714	Standard Specification for Polyethylene (PE) Plastic Pipe (SDR-PR) Based on Outside Diameter
9.	ASTM F905	Standard Practice for Qualification of Polyethylene Saddle-Fused Joints
10.	ASTM F 1055	Standard Specification for Electrofusion Type Polyethylene Fittings for Outside Diameter Controlled Polyethylene Pipe and Tubing

1.4 SUBMITTALS

- A. Product Data: Submit manufacturer's technical data and application instructions. Include the following:
 - 1. Melt Flow Index ASTM D1238
 - 2. Density ASTM D1505
- B. Shop Drawings: The Contractor shall submit complete shop drawings of all materials furnished for this project.

PART 2 - PRODUCT

2.1 GENERAL

- A. Manufacturer
 - 1. All HDPE pipe and fittings shall be from a single manufacturer, who is fully experienced, reputable and qualified in the manufacture of the HDPE Pipe to be furnished. The pipe shall be designed, constructed and installed in accordance with the best practices and methods and shall comply with these Specifications.
 - 2. Qualified manufacturers shall be: PLEXCO Division of Chevron Chemical Company, DRISCOPIPE as manufactured by Phillips Products Co., Inc. SCLAIRPIPE as manufactured by Dupont of Canada, or equal as approved by the Engineer.

B. Quality Control

1. Production staff shall check each length of pipe produced for the items listed below. The results of all measurements shall be recorded on production sheets, which become part of the manufacturer's permanent records.
 - a. Pipe in process shall be checked visually, inside and out for cosmetic defects (grooves, pits, hollows, etc.)
 - b. Pipe outside diameter shall be measured using a suitable periphery tape to ensure conformance with ASTM F714 or ASTM D3035, whichever is applicable.
 - c. Pipe wall thickness shall be measured at 12 equally spaced locations around the circumference at both ends of the pipe to ensure conformance with ASTM F714 or ASSTM D3035, whichever is applicable.
 - d. Pipe length shall be measured.
 - e. Pipe marking shall be examined and checked for accuracy.
 - f. Pipe ends shall be checked to ensure they are cut square and clean.
 - g. Subject inside surface to a "reverse bend test" to ensure the pipe is free of oxidation (brittleness).

C. Testing

1. The polyethylene pipe manufacturer shall provide certification that stress regression testing has been performed on the specific polyethylene resin being utilized in the manufacture of this product. This stress regression testing shall have been done in accordance with ASTM D2837 and the manufacturer shall provide a product supplying a minimum Hydrostatic Design Basis (HDB) of 1,600 psi as determined in accordance with ASTM D2837.

D. Compatibility

1. Contractor is responsible for compatibility between pipe materials, fittings and appurtenances.

2.2 MATERIALS FOR PIPE SIZES 4-INCH DIAMETER AND LARGER

- A. Materials used for the manufacture of polyethylene pipe and fittings shall be made from a PE 3408 high density polyethylene resin compound meeting cell classification 345434C per ASTM D3350; and meeting Type III, Class C, Category 5, Grade P34 per ASTM D1238.
- B. High Density Polyethylene (HDPE) pipe shall comply with AWWA Specifications C906.

- C. If rework compounds are required, only those generated in the Manufacturer's own plant from resin compounds of the same class and type from the same raw material supplier shall be used.
- D. Dimensions and workmanship shall be as specified by ASTM F714. HDPE fittings and transitions shall meet ASTM D3261. HDPE pipe shall have a minimum density of 9.955 grams per cubic centimeter. All HDPE pipe and fittings shall have a Hydrostatic Design Basis (HDB) of 1,600 psi.
- E. HDPE pipe and accessories shall be 200 psi at 73.4°F meeting the requirements of Dimension Ratio (DR) 11 as MINIMUM STRENGTH.
- F. HDPE pipe used for waterlines shall be black with exterior blue striping.
- G. The pipe Manufacturer must certify compliance with the above requirements.

2.3 FITTINGS

- A. All molded fittings and fabricated fittings shall be fully pressure rated to match the pipe SDR pressure rating to which they are made. All fittings shall be molded or fabricated by the manufacturer. No Contractor fabricated fittings shall be used unless approved by the Engineer.
- B. The manufacturer of the HDPE pipe shall supply all HDPE fittings and accessories as well as any adapters and/or specials required to perform the work as shown on the Drawings and specified herein.
- C. All fittings shall be installed using butt-fused fittings, thermo-fused fittings/couplings, or flanged adapters and must be approved by the Engineer. No size on size wet taps shall be permitted.
- D. Electrofusion Fittings shall be made of HDPE material with a minimum material designation code of PE 3608 and with a minimum Cell Classification as noted in 3.2.A. Electrofusion Fittings shall comply with ASTM F1055. Fittings shall have a pressure rating equal to the pipe unless otherwise specified on the plans. All electrofusion fittings shall be suitable for use as pressure conduits, and have nominal burst values of four times the Working Pressure Rating (WPR) of the fitting. Markings shall be according to ASTM F 1055.
- E. Service connections shall be electrofusion saddles with a brass or stainless steel threaded outlet. The size of the outlet shall be as shown on the plans.

- F. All transition from HDPE pipe to PVC shall be made per the approval of the Engineer and per the HDPE pipe manufacturer's recommendations and specifications. A molded flange connector adapter within a back-up ring assembly shall be used for pipe type transitions. Back up rings shall be stainless steel.
1. A harness restraint or concrete anchor is required at all mechanical couplings to prevent pullout.
 2. No solid sleeves shall be allowed between such material transitions.
 3. Fittings and transitions shall be as manufactured by Phillips Driscopipe, Inc., 1000 Series Pressure Pipe, Chevron Chemical Company Plexco/Spiralite pipe, or equal.
 4. The pipe supplier must certify compliance with the above requirements.

2.4 PIPE IDENTIFICATION

- A. The following shall be continuously indent printed on the pipe or spaced at intervals not exceeding 5 feet:
1. Name and/or trademark of the pipe manufacturer.
 2. Nominal pipe size.
 3. Dimension ratio.
 4. The letters PE followed by the polyethylene grade in accordance with ASTM D1248 followed by the hydrostatic design basis in 160's of psi, e.g., PE 3408.
 5. Manufacturing standard reference, e.g., ASTM F714 or D-3035, as required.
 6. A production code from which the date and place of manufacture can be determined.
 7. Color identification, either stripped by co-extruding longitudinal identifiable color markings or shall be solid in color and as follows:
 - a. BLUE – Potable Water

PART 3 - EXECUTION

3.1 JOINTING METHOD

- A. The pipe shall be joined with butt, heat fusion joints as outlined in ASTM D2657. All joints shall be made in strict compliance with the manufacturer's recommendations. A factory qualified joining technician as designated by pipe manufacturer or experienced, trained technician shall perform all heat fusion joints in the present of the inspector.
- B. Lengths of pipe shall be assembled into suitable installation lengths by the butt-fusion process. All pipe so joined shall be made from the same class and type of raw material made by the same raw material supplier. Pipe shall be furnished in standard laying lengths not to exceed 50 feet and no shorter than 20 feet.

- C. On days butt fusions are to be made, the first fusion shall be a trial fusion in the presence of an inspector. The following shall apply:
1. Heating plates shall be inspected for cuts and scrapes. The plate temperature shall be measured at various locations to ensure proper heating/melting per manufacturer's recommendations and approval by the inspector.
 2. The fusion or test section shall be cut out after cooling completely for inspection.
 3. The test section shall be 12' or 30 times (minimum) the wall thickness in length and 1" or 1.5 times the wall thickness in width (minimum).
 4. The joint shall be visually inspected as to continuity of "beads" from the melted material, and for assurance of "cold joint" prevention (i.e., -joint shall have visible molded material between walls of pipe). Joint spacing between the walls of the two ends shall be a minimum of 1/16" to a maximum of 3/16".
- D. Saddle fusion: Saddle fusion shall be done in accordance with ASTM F 2620 or TR-41 or the fitting manufacturer's recommendations and PPI TR-41. Saddle fusion joints shall be made by qualified fusion technicians. Qualification of the fusion technician shall be demonstrated by evidence of fusion training within the past year on the equipment to be utilized on this project.
- E. The polyethylene flange adapters at pipe material transitions shall be backed up by stainless steel flanges conforming to ANSI B16.1 and shaped as necessary to suit the outside dimensions of the pipe. The flange adapter assemblies shall be connected with corrosion resisting bolts and nuts of Type 316 Stainless Steel as specified in ASTM A726 and ASTM A307. All bolts shall be tightened to the manufacturer's specified torques. Bolts shall be tightened alternatively and evenly. After installation apply a bitumastic coating to bolts and nuts.

3.2 INSTALLATION

- A. High Density Polyethylene (HDPE) Pipe shall be installed in accordance with the manufacturer recommendations. A factory qualified joining technician as designated by the pipe manufacturer shall perform all heat fusion joints.
- B. HDPE shall be installed by Directional Bore Method.
- C. Care shall be taken in loading, transporting and unloading to prevent injury to pipe. Pipe or fitting shall not be dropped. All pipe or fitting shall be examined before installation, and no piece shall be installed which is found to be defective. Any damage to the pipe shall be repaired as directed by the Engineer. If any defective pipe is discovered after it has been installed, it shall be removed and replaced with a sound pipe in a satisfactory manner by the contractor, at his own expense.

- D. Under no circumstances shall the pipe or accessories be dropped into the trench or forced through a directional bore upon "pull-back".
- E. Care shall be taken during transportation of the pipe such that it will not be cut, kinked or otherwise damaged.
- F. Ropes, fabric or rubber protected slings and straps shall be used when handling pipes. Chains, cables or hooks inserted into the pipe ends shall not be used. Two slings spread apart shall be used for lifting each length of pipe.
- G. Pipes shall be stored on level ground, preferably turf or sand, free of sharp objects, which could damage the pipe. Stacking of the polyethylene pipe shall be limited to a height that will not cause excessive deformation of the bottom layers of pipes under anticipated temperature conditions. Where necessary due to ground conditions, the pipe shall be stored on wooden sleepers, spaced suitably and of such width as not to allow deformation of the pipe at the point of contact with the sleeper or between supports.
- H. Pipe shall be stored on clean level ground to prevent undue scratching or gouging. The handling of the pipe shall be in such a manner that the pipe is not damaged by dragging it over sharp and cutting objects. The maximum allowable depth of cuts, scratches or gouges on the exterior of the pipe is 5 percent of wall thickness. The interior pipe surface shall be free of cuts, gouges or scratches.
- I. Pipe shall be laid to lines and grade shown on the Drawings with bedding and backfill as shown on the Drawings.
- J. When laying is not in progress, including lunchtime, the open ends of the pipe shall be closed by fabricated plugs, or by other approved means.
- K. Sections of pipe with cuts, scratches or gouges exceeding 5 percent of the pipe wall thickness shall be removed completely and the ends of the pipeline rejoined.
- L. The pipe shall be joined by the method of thermal butt fusion, as outlined in PART 3 – Execution, Section 3.1 Joining Method. All joints shall be made in strict compliance with the manufacturer's recommendations.
- M. Mechanical connections of the polyethylene pipe to auxiliary equipment such as valves, pumps and tanks shall be through flanged connections which shall consist of the following.
 - 1. A polyethylene flange shall be thermally butt-fused to the stub end of the pipe.
 - 2. A 316 stainless steel back-up ring shall mate with a 316 stainless steel flange.

- 3. 316 stainless steel bolts and nuts shall be used.
- N. Flange connections shall be provided with a full-face neoprene gasket.
- O. All HDPE pipe must be at the temperature of the surrounding soil at the time of backfilling and compactions.
- P. If a defective pipe is discovered after it has been installed, it shall be removed and replaced with a sound pipe in a satisfactory manner at no additional cost to the Owner. All pipe and fittings shall be thoroughly cleaned before installation, shall be kept clean until they are used in the work and when laid, shall conform to the lines and grades required.

3.3 RECORD KEEPING AND RECORD DRAWINGS

- A. The Contractor shall maintain a daily record of the drilling operations and a guidance system log with a copy given to Engineer at completion of boring.
- B. The MGS data shall be recorded during the actual crossing operation. The Contractor shall furnish as-built plan and profile drawing based on these recordings showing the actual location horizontally and vertically of the installation, and all utility facilities found during the installation. The MGS data shall be certified accurate by the Contractor to the capability of the MGS System.
- C. Record drawings shall be completed and reviewed by the Engineer and prepared at the Contractor's expense. The as-built drawings shall be certified by the Contractor for accuracy.

3.4 CLEANING

- A. At the conclusion of the work, thoroughly clean all of the new pipe lines to remove all dirt, stones, pieces of wood or other material which may have entered during the construction period by forcing a cleaning swab through all mains 6" or greater. Flushing velocities shall be a minimum of 2.5 feet per second. All flushing shall be coordinated with the inspector. Debris cleaned from the lines shall be removed from the job site.

3.5 PIPE TESTING

- A. Following the successful pullback of the pipe, the Contractor shall hydro-test pipe from end to end.

END OF SECTION 330533.23

SECTION 333100 - SANITARY SEWER SYSTEM

PART 1 - GENERAL

1.1 SUMMARY

- A. Furnishing all labor, materials, tools, equipment, and services for all sanitary sewers as shown on the Drawings.
- B. Although such is not specifically indicated, furnish and install all supplementary or miscellaneous items, appurtenances, and devices incidental to or necessary for a functional and complete installation.

1.2 RELATED DOCUMENTS AND SECTIONS

- A. Section 013319 – Field Testing Requirements
- B. Section 015713 - Temporary Erosion Control
- C. Section 310000 – Earthwork

1.3 PRODUCTS INSTALLED BUT NOT FURNISHED UNDER THIS SECTION

- A. Granular pipe bedding and cover material specified in Section 310000 - Earthwork
- B. Special backfill material specified in Section 310000 - Earthwork

1.4 SUBMITTALS

- A. Product Data
 - 1. PVC pipe, each type specified
 - 2. Reinforced concrete pipe
 - 3. Vitrified clay pipe
 - 4. Ductile iron pipe
 - 5. Manhole castings
 - 6. Precast concrete manholes
 - 7. Manhole steps
- B. Shop Drawings
 - 1. Precast concrete manholes showing:
 - a. Orientation plan for each manhole or inlet indicating where all pipes connect.
 - b. The size and elevation of connecting pipes.
 - c. Details of drop connections.
 - d. Invert concrete channeling details.
 - e. Pipe to manhole connection details.
 - f. Casting and step orientation.

- C. Quality Control Submittals
 - 1. Design Data
 - 2. Test Reports
 - 3. Certificates
 - a. Evidence of current membership in specified manufacturer's associations.
 - b. Evidence of ODOT precertification for the manufacturing RCP pipe.
 - c. Evidence of National Precast Concrete Association (NPCA) certification for the manufacture of precast concrete manholes.
 - 4. Manufacturers Instructions
- D. Contract Closeout Submittals
 - 1. Project Record Documents
 - 2. Operation and Maintenance

1.5 REFERENCES

- A. ASTM A-48 Standard Specification for Gray Iron Castings
- B. ASTM C-12 Standard Practice for Installing Vitrified Clay Pipe Lines
- C. ASTM C-76 Standard Specification for Reinforced Concrete Culvert, Storm Drain, and Sewer Pipe
- D. ASTM C-150 Standard Specification for Portland Cement
- E. ASTM C-270 Standard Specification for Mortar for Unit Masonry
- F. ASTM C-425 Standard Specification for Compression Joints for Vitrified Clay Pipe and Fittings
- G. ASTM C-443 Standard Specifications for Joints for Concrete Pipe and Manholes, Using Rubber Gaskets
- H. ASTM C-478 Standard Specifications for Precast Reinforced Concrete Manhole Sections
- I. ASTM C-700 Standard Specification for Vitrified Clay Pipe, Extra Strength, Standard Strength, and Perforated
- J. ASTM C-990 Standard Specification for Joints for Concrete Pipe, Manholes, and Precast Box Sections Using Preformed Flexible Joint Sealants
- K. ASTM C-1173 Standard Specification for Flexible Transition Couplings for Underground Piping Systems
- L. ASTM D-2321 Standard Practice for Underground Installation of Flexible Thermoplastic Sewer Pipe

- M. ASTM D-3034 Standard Specification for Type PSM Poly(Vinyl Chloride) (PVC) Sewer Pipe and Fittings
- N. ASTM D-3212 Standard Specification for Joints for Drain and Sewer Plastic Pipes Using Flexible Elastomeric Seals
- O. ASTM F-477 Standard Specification for Elastomeric Seals (Gaskets) for Joining Plastic Pipe
- P. ASTM F-679 Standard Specification for Poly(Vinyl Chloride) (PVC) Large Diameter Plastic Gravity Sewer Pipe and Fittings

1.6 QUALITY ASSURANCE

- A. Qualifications
- B. Regulatory Requirements
- C. Certifications
- D. Field Samples
- E. Pre-Installation Conference

1.7 PROJECT CONDITIONS

- A. Environmental Requirements
 - 1. All work shall be performed in accordance with erosion control and stormwater pollution prevention measures detailed in section 015713 – Temporary Erosion Control.
- B. Existing Conditions
 - 1. Verify locations of underground utilities.
 - 2. Protect existing structures and utilities from damage. Repair if damaged by this work.
 - 3. Do not change pipe sizes without securing written approval of Engineer.
- C. Field Measurements
 - 1. If it becomes necessary to change location of sanitary sewer lines due to underground utility interference, secure approval of Engineer.
 - 2. If Contractor initiated, make changes approved by the Engineer without added cost to Owner.

1.8 DELIVERY, STORAGE, AND HANDLING

- A. Deliver products to the site, store and protect under provisions of Section 016600 - Product Handling and Protection.

- B. Acceptance at Site
 - 1. All material and all equipment shall be subject to visual inspection and acceptance or rejection after delivery to the site of the work. All rejected material shall immediately be removed from the site.
- C. Comply with all provisions of Section 013543 – Environmental Protection.

1.9 SEQUENCING AND SCHEDULING

- A. Perform no pipe work in fill areas until embankment or fill has been completed to at least two (2) feet above proposed top of pipe and fill has been properly compacted.

PART 2 - PRODUCTS

2.1 PIPE

- A. Polyvinyl Chloride Pipe (PVC) 4" - 15" Diameter, less than 15' of cover over top of pipe
 - 1. All polyvinyl chloride pipe in this size range shall conform to ASTM D-3034 SDR 35, shall be integral bell and spigot type, with joints conforming to ASTM D-3212 and elastomeric seals conforming to ASTM F-477.
 - 2. All pipe and fittings shall be marked or stenciled in conformance with ASTM D-3034. All gaskets shall be marked or stenciled with the ASTM specification designation, name or trademark of the manufacturer, and pipe size.
 - 3. Acceptable manufacturers shall be current members of the Uni-Bell Plastic Pipe Association.
- B. Polyvinyl Chloride Pipe (PVC) 4" - 15" Diameter, greater than 15' of cover over top of pipe
 - 1. All polyvinyl chloride pipe in this size range shall conform to ASTM D-3034 SDR 26, shall be integral bell and spigot type, with joints conforming to ASTM D-3212 and elastomeric seals conforming to ASTM F-477.
 - 2. All pipe and fittings shall be marked or stenciled in conformance with ASTM D-3034. All gaskets shall be marked or stenciled with the ASTM specification designation, name or trademark of the manufacturer, and pipe size.
 - 3. Acceptable manufacturers shall be current members of the Uni-Bell Plastic Pipe Association.

2.2 PRECAST CONCRETE MANHOLES

- A. All precast manhole units shall be manufactured in accordance with the provisions of ASTM C-478.
- B. Joints between manhole units shall be gasketed and shall comply with the requirements of ASTM C-443. All gaskets shall be marked or stenciled with the

- ASTM specification designation, name or trademark of the manufacturer, and pipe size.
- C. The standard length of riser units shall be 48 inches. Lengths of 32 inches or 16 inches shall be used to meet required dimensions.
 - D. Openings for connecting pipes in riser units, bottom riser units, integral base units, and for access in flat slabs shall be preformed or cored by the manufacturer. Cut-out openings shall be made immediately after the pipe is removed from the casting form.
 - E. Connectors between new precast concrete manholes and pipes shall be made by casting the connector integrally with the manhole wall. The connectors shall be composed of EPDM with stainless steel take down bands for compressing the connector against the outside diameter of the pipe. The connectors shall comply with the requirements of ASTM C-923, and shall be "Z-Lok" Type as manufactured by A-Lok Products; or an approved equivalent.
 - F. All openings in existing manholes shall be field cored and shall have mechanical connectors complying with the requirements of ASTM C-923 and shall be equal to Kor-N-Seal as manufactured by NPC, Inc., Milford, NH.
 - G. Annular spaces at pipe entrances shall be field sealed with a one component, hydraulic cement based, fast setting repair mortar equal to Thoro Products Waterplug as manufactured by ChemRex Inc., Shakopee, MN.
 - H. The top four (4) inches to twelve (12) inches of the manhole shall provide for adjustment of casting to grade. Adjustment shall be through the use of a maximum of two (2) precast concrete adjusting collars.
 - I. Where pressure tight manhole frames and covers are specified, threaded inserts shall be cast in eccentric cones or flat slab tops, and holes formed or cored in adjusting rings to match bolt size and spacing specified for manhole casting.
 - J. Precast concrete shall be manufactured by an NPCA certified plant.

2.3 MANHOLE STEPS

- A. All steps shall be minimum of twelve (12) inches in width with safety side lugs to prevent slipping and shall conform to the latest OSHA requirements. Manhole steps shall be of polypropylene plastic reinforced with a 1/2", No. 60 grade epoxy coated reinforcing rod.
- B. Manhole steps shall conform to the requirements of ASTM C-478.
- C. Acceptable manufacturers are:
 - 1. American Step Company, Inc.
 - 2. Lane International, Inc.
 - 3. M. A. Industries, Inc.

2.4 CASTINGS

- A. All castings shall be true to pattern and free from cracks, gas holes, flaws and excessive shrinkage. Surfaces shall be free from burnt-on sand and shall be reasonably smooth. Runners, fins, risers and other cast-on pieces shall be removed. Castings for manhole frames and covers and for any other purpose under these specifications shall conform to all the requirements for Class No. 35B for Gray Iron Castings of the ASTM A-48. All castings shall be commercially machineable and, in the case of manholes, the frame and cover shall be so machined that it will be impossible to rock the cover after it has been seated in the proper position in the frame.
 - 1. Manhole frames and covers shall be as detailed on the Drawings.

2.5 MASONRY MORTAR

- A. Mortar shall conform to ASTM C-270, Type M, but shall not contain masonry cement.
- B. Mortar shall be UltraMortar Type M as manufactured by UltraKote Products, Inc. or Lafarge Mortar Cement, Type M as manufactured by Lafarge Corporation, or approved equal.
- C. Only sufficient mortar shall be prepared for immediate use, and any mortar that has set shall not be retempered or used in the work.
- D. Setting accelerators or anti-freeze compounds shall not be used.

2.6 MANHOLE ENCAPSULATION MATERIALS

- A. Manhole encapsulation material shall be irradiated and cross-linked polyethylene impermeable backing, coated with protective heat-activated adhesive. Material width shall be sufficient to extend 4-inches below the cone unit-grade ring joint and 4-inches above the grade ring-frame joint.
- B. The manhole encapsulation material shall be as manufactured by Canusa, Division of Shaw Resources Inc., The Woodlands, TX or equal.
- C. Primer shall be as recommended by the manufacturer.

2.7 PREFORMED BUTYL MASTIC SEALANT

- A. Preformed butyl mastic sealant material shall be furnished in 1-inch wide strips conforming to the requirement of ASTM C-990.
- B. The butyl mastic sealant shall be Bidco C-56 as manufactured by Bidco Sealants, Inc., Park Hills, MO or equal.

2.8 COUPLINGS

- A. Couplings for connecting dissimilar pipe materials or pipe sizes shall be a rubber type coupling with a sealing "O" ring under each of two sealing clamp bands and a Type 316 stainless steel shear ring. Coupling shall be manufactured with natural and synthetic rubbers conforming to ASTM C 425 and ASTM C 1173.
- B. Coupling shall be Flex-Seal Adjustable Repair Coupling as manufactured by the Mission Rubber Company, Corona, CA, or approved equal.

PART 3 - INSTALLATION

3.1 ALIGNMENT AND GRADE

- A. Horizontal and Vertical Control
 - 1. All horizontal and vertical control required for the complete layout and performance of the Work under this contract shall be done by a registered surveyor at the Contractor's expense, and any observations by the Engineer of the Contractor's methods will not relieve the Contractor of his responsibility.
 - 2. The Contractor shall be solely responsible for the accuracy of all horizontal and vertical control.
- B. Alignment and grade shall be established by means of a laser beam.
- C. The Contractor shall furnish all material and labor to establish line and grade of the generated laser beam from the benchmarks and control points indicated on the Drawings. The laser shall be securely anchored and checked periodically by the Contractor. The laser calibration shall be demonstrated when requested by the Engineer. Strict adherence to the manufacturer's operation procedure shall be observed. Only qualified and trained employees may be assigned to install, adjust, or operate laser equipment, and proof of qualifications of the equipment operator must be available at all times. Areas in which lasers are used must be posted with standard laser warning placards, and the laser beam shall be turned off when not needed. During rain, snow, dust, excessive heat, or fog the operation of laser systems shall be prohibited where practicable because of beam scatter.

3.2 PIPE INSTALLATION

- A. All pipe installation shall conform to the trench and bedding details shown on the Drawings.
- B. PVC pipe shall be installed in full compliance with ASTM D-2321. Clay pipe shall be installed in full compliance with ASTM C-12. All concrete pipe shall be installed in conformity with recommended practices published by the American Concrete Pipe Association in the "Concrete Pipe Installation Manual".

- C. Only one type and strength of pipe shall be used between any two consecutive manholes, unless otherwise shown on the Drawings.
- D. After the trench has been excavated and the pipe bedded , the pipe shall be laid to the line and grade as shown on the Drawings. All joints shall be made as hereinafter specified. In no case shall any material except bedding material be placed under the bell of the pipe to secure proper grade.
- E. Prior to being lowered into the trench, each pipe shall be carefully inspected and those which are damaged or not meeting the specified requirements shall be rejected and clearly marked as rejected and removed from the Work. Satisfactory means shall be used to hold the pipe in line until embedment of pipe is complete. Precautions shall be taken to insure that the spigot end of the pipe being laid is pushed the proper depth into the bell of the preceding pipe.
- F. All conduit shall be laid starting at the outlet end and laid with the bell end upstream.
- G. In no case shall more than thirty (30) feet of trench be opened in advance of the pipe laying operations.
- H. Conduit shall not be laid in water, mud, or any otherwise unsuitable trench No drainage shall run through the newly laid pipe. All sewers shall be temporarily capped with a watertight seal at the open ends at the completion of each day's work and no drainage water shall be permitted to flow through the sewer.
- I. All trenches and excavations shall be backfilled as specified as soon as possible after the pipe is laid and jointed. Where concrete encasement or cradle is used, pipe shall not be backfilled for at least twenty four (24) hours after placing concrete except that pipe may be covered to a depth of not to exceed sixteen (16) inches over the top of the pipe.

3.3 JOINTING

- A. Polyvinyl Chloride (PVC) Pipe
 - 1. Dust, dirt and foreign matter shall be removed from joint surfaces. When jointing pipe using the required compression type joint, a lubricant recommended by the gasket manufacturer shall be used. The gasket shall be lubricated by drawing it through lubricant held in the hand of the worker, thus coating the entire surface of the gasket.
 - 2. When laying the pipe in concrete bedding, care shall be exercised to prevent the joint materials from coming in contact with the fresh concrete until after the joint has been completed.

3.4 PERMISSIBLE DEFLECTION AT JOINTS

- A. No pipe deflections or springing of joints, to effect a change in direction will be allowed, except by permission or direction of the Engineer, or as shown on the Drawings. Any permitted or directed deflection shall be a maximum of 80 percent of the allowable deflection value established by the pipe manufacturer.

3.5 MANHOLES

- A. Build each manhole to dimensions shown on Drawings and at such elevation that pipe sections built into wall of manhole will be true extensions of line of pipe.
- B. Set frames for manholes, within areas to be paved, to final grade. In asphalt pavement, surround frames set to grade with a ring of compacted asphalt concrete base material immediately after backfilling operations are complete. Place asphalt concrete mixture up to one (1) inch below top of frame, slope to grade, and compact with hand tamp.
- C. Precast bases shall be placed on a bed of crushed gravel or crushed limestone, meeting AASHTO M 43 gradation, having a minimum thickness of three (3) inches. The bedding shall be compacted and provide uniform support for the entire area of the base.
- D. Provision shall be made for a minimum of four (4) inches and a maximum of twelve (12) inches of precast concrete grade rings between the uppermost precast section and the bottom of the cast iron manhole frame in order to set manhole cover to grade.

3.6 DROP MANHOLES

- A. Where shown on the plans, drop manholes shall be built in accordance with the Drawings.

3.7 MAINTAINING SEWAGE FLOW

- A. The Contractor shall be required to maintain the flow in all existing live sewers during construction and the method employed shall be approved by the Engineer.

3.8 REPLACING, MOVING AND REPAIRING OF EXISTING UTILITIES

- A. The Contractor shall replace, move, support, or repair and maintain all pipes for water, steam, air or gas, and all wire conduit(s), and all other structures encountered in the work and repair all damage done to any of the said structures and appurtenances through his acts or neglect and shall keep them in repair during the life of the Contract. The Contractor shall in all cases leave them in as good condition as they were previous to the commencement of the work and to the full satisfaction of the Owner.

3.9 CONNECTION TO EXISTING SEWER SYSTEM

- A. The Contractor shall make connections to the existing sewer system as shown on the Drawings. The connections shall be made by the Contractor at such hours that will cause the least disturbance to the flow in the existing sewer system. The Contractor, however, shall notify the Engineer at least five working days in advance

of the time he desires to make the connections and no such connections shall be made until the permission of the Engineer is obtained.

3.10 CLEAN-UP

- A. Before final acceptance for the Work, the Contractor shall clear the sewers of any mortar, dirt or other refuse that may have been left or accumulated in the sewers. All manholes and other structures shall be cleared of all forms, scaffolding, bulkheads, centering, surplus mortar, rubbish or dirt and left in a clean and proper condition.

3.11 DEFECTS TO BE MADE GOOD

- A. If, at any time before the completion of the contract, any broken pipes, or any defects, are found in the sanitary sewers or in any of their appurtenances, the Contractor shall cause the same to be removed and replaced by proper material and workmanship, without extra compensation for the labor and material required. All materials shall be carefully examined by the Contractor for defects before placing and any found defective shall not be placed in the line.

END OF SECTION 333100

SECTION 400507 - PROCESS PIPE HANGERS AND SUPPORTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawing and general provisions of the Contract, including the General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes hangers and supports for process piping systems and equipment.
- B. Related Sections: The following Sections contain requirements that relate to this Section:
 - 1. Division 5 Section "Metal Fabrications" for materials for attaching hangers and supports to building structure.

1.3 DEFINITIONS

- A. Terminology used in this Section is defined in MSS SP-90.

1.4 SUBMITTALS

- A. General: Submit the following according to the Conditions of the Contract and Division 1 Specification Sections.
- B. Product data for each type of hanger and support.
- C. Submit pipe hanger and support schedule showing manufacturer's Figure No., size, location, and features for each required pipe hanger and support.
- D. Welder certificates signed by Contractor certifying that welders comply with requirements specified under the "Quality Assurance" Article.
- E. Shop Drawings shall be signed and sealed by a qualified professional engineer for multiple piping supports and trapeze hangers. Include design calculations and indicate size and characteristics of components and fabrication details. Shop drawings for each type of hanger and support, indicating dimensions, weights, required clearances, and methods of component assembly.

1.5 QUALITY ASSURANCE

- A. Qualify welding processes and welding operators according to AWS D1.1 "Structural Welding Code--Steel."

1. Certify that each welder has satisfactorily passed AWS qualification tests for welding processes involved and, if pertinent, has undergone recertification.
- B. Qualify welding processes and welding operators according to ASME "Boiler and Pressure Vessel Code," Section IX, "Welding and Brazing Qualifications."
- C. NFPA Compliance: Comply with NFPA 13 for hangers and supports used as components of fire protection systems.
- D. Listing and Labeling: Provide hangers and supports that are listed and labeled as defined in NFPA 70, Article 100.
 1. UL and FM Compliance: Hangers, supports, and components include listing and labeling by UL and FM where used for fire protection piping systems.
 2. Listing and Labeling Agency Qualifications: A "Nationally Recognized Testing Laboratory" (NRTL) as defined in OSHA Regulation 1910.7.
- E. Licensed Operators: Use operators that are licensed by powder-operated tool manufacturers to operate their tools and fasteners.

1.6 PERFORMANCE REQUIREMENTS

- A. Design channel support systems for piping to support multiple pipes capable of supporting combined weight of supported systems, system contents, and test water.
- B. Design heavy-duty steel trapezes for piping to support multiple pipes capable of supporting combined weight of supported systems, system contents, and test water.

PART 2 - PRODUCTS

2.1 MANUFACTURED UNITS

- A. Hangers, Supports, and Components: Factory-fabricated according to MSS SP-58.
 1. Components include galvanized coatings where installed for piping and equipment that will not have a field-applied finish.
 2. Pipe attachments include nonmetallic coating for electrolytic protection where attachments are in direct contact with copper tubing.
- B. Thermal-Hanger Shield Inserts: 100-psi (690-kPa) average compressive strength, waterproofed calcium silicate, encased with sheet metal shield. Insert and shield cover entire circumference of pipe and are of length indicated by manufacturer for pipe size and thickness of insulation.
- C. Powder-Actuated Drive-Pin Fasteners: Powder-actuated-type, drive-pin attachments with pull-out and shear capacities appropriate for supported loads and building materials where used. Fasteners for fire protection systems include UL listing and FM approval.

- D. Mechanical-Anchor Fasteners: Insert-type attachments with pull-out and shear capacities appropriate for supported loads and building materials where used. Fasteners for fire protection systems include UL listing and FM approval.

2.2 MISCELLANEOUS MATERIALS

- A. Structural Steel: ASTM A 36 (ASTM A 36M), steel plates, shapes, and bars, black and galvanized.
- B. Bolts and Nuts: ASME B18.10 or ASTM A 183, steel, hex-head, track bolts and nuts.
- C. Washers: ASTM F 844, steel, plain, flat washers.
- D. Grout: ASTM C 1107, Grade B, nonshrink, nonmetallic.
 - 1. Characteristics include post-hardening, volume-adjusting, dry, hydraulic-cement-type grout that is nonstaining, noncorrosive, nongaseous and is recommended for both interior and exterior applications.
 - 2. Design Mix: 5000-psi (34.5-MPa), 28-day compressive strength.
 - 3. Water: Potable.
 - 4. Packaging: Premixed and factory-packaged.

PART 3 - EXECUTION

3.1 HANGER AND SUPPORT APPLICATION

- A. Specific hanger requirements are specified in the Section specifying the equipment and systems.
- B. Comply with MSS SP-69 for pipe hanger selections and applications that are not specified in piping specification Sections.

3.2 HANGER AND SUPPORT INSTALLATION

- A. General: Comply with MSS SP-69 and SP-89. Install hangers, supports, clamps, and attachments as required to properly support piping from building structure.
- B. Arrange for grouping of parallel runs of horizontal piping supported together on field-fabricated, heavy-duty trapeze hangers where possible.
- C. Install supports with maximum spacings complying with MSS SP-69.
- D. Where pipes of various sizes are supported together by trapeze hangers, space hangers for smallest pipe size or install intermediate supports for smaller diameter pipes as specified above for individual pipe hangers.

- E. Install building attachments within concrete or to structural steel. Space attachments within maximum piping span length indicated in MSS SP-69. Install additional attachments at concentrated loads, including valves, flanges, guides, strainers, expansion joints, and at changes in direction of piping. Install concrete inserts before concrete is placed; fasten insert to forms. Install reinforcing bars through openings at top of inserts.
- F. Install concrete inserts in new construction prior to placing concrete.
- G. Install powder-actuated drive-pin fasteners in concrete after concrete is placed and completely cured. Use operators that are licensed by powder-actuated tool manufacturer. Install fasteners according to powder-actuated tool manufacturer's operating manual. Do not use in lightweight concrete slabs or in concrete slabs less than 4 inches (100 mm) thick.
- H. Install mechanical-anchor fasteners in concrete after concrete is placed and completely cured. Install according to fastener manufacturer's written instructions. Do not use in lightweight concrete slabs or in concrete slabs less than 4 inches (100 mm) thick.
- I. Install hangers and supports complete with necessary inserts, bolts, rods, nuts, washers, and other accessories.
- J. Heavy-Duty Steel Trapezes: Field-fabricate from ASTM A 36 steel shapes selected for loads being supported. Weld steel according to AWS D-1.1.
- K. Support fire protection systems piping independent of other piping.
- L. Install hangers and supports to allow controlled movement of piping systems, permit freedom of movement between pipe anchors, and facilitate action of expansion joints, expansion loops, expansion bends, and similar units.
- M. Load Distribution: Install hangers and supports so that piping live and dead loading and stresses from movement will not be transmitted to connected equipment.
- N. Pipe Slopes: Install hangers and supports to provide indicated pipe slopes and so that maximum pipe deflections allowed by ASME B31.9 "Building Services Piping" is not exceeded.
- O. Insulated Piping: Comply with the following installation requirements.
 - 1. Clamps: Attach clamps, including spacers (if any), to piping with clamps projecting through insulation; do not exceed pipe stresses allowed by ASME B31.9.
 - 2. Saddles: Install protection saddles MSS Type 39 where insulation without vapor barrier is indicated. Fill interior voids with segments of insulation that match adjoining pipe insulation.
 - 3. Shields: Install MSS Type 40, protective shields on cold piping with vapor barrier. Shields span an arc of 180 degrees (3.1 rad) and have dimensions in inches (mm) not less than the following:

<u>NPS (Inches)</u>	<u>LENGTH (Inches)</u>	<u>THICKNESS (Inches)</u>
1/4 to 3-1/2	12	0.048
4	12	0.060
5 and 6	18	0.060
8 to 14	24	0.075
16 to 24	24	0.105

4. Pipes 8 Inches (DN 200) and Larger: Include wood inserts.
5. Insert Material: Length at least as long as the protective shield.
6. Thermal-Hanger Shields: Install with insulation of same thickness as piping.

3.3 EQUIPMENT SUPPORTS

- A. Fabricate structural steel stands to suspend equipment from structure above or support equipment above floor.
- B. Grouting: Place grout under supports for equipment, and make a smooth bearing surface.

3.4 METAL FABRICATION

- A. Cut, drill, and fit miscellaneous metal fabrications for pipe and equipment supports.
- B. Fit exposed connections together to form hairline joints. Field-weld connections that cannot be shop-welded because of shipping size limitations.
- C. Field Welding: Comply with AWS D1.1 procedures for manual shielded metal-arc welding, appearance and quality of welds, methods used in correcting welding work, and the following:
 1. Use materials and methods that minimize distortion and develop strength and corrosion resistance of base metals.
 2. Obtain fusion without undercut or overlap.
 3. Remove welding flux immediately.
 4. Finish welds at exposed connections so that no roughness shows after finishing, and so that contours of welded surfaces match adjacent contours.

3.5 ADJUSTING

- A. Hanger Adjustment: Adjust hangers to distribute loads equally on attachments and to achieve indicated slope of pipe.

3.6 PAINTING

- A. Touching Up: Cleaning and touch-up painting of field welds, bolted connections, and abraded areas of shop paint on miscellaneous metal is specified in Division 9, Section 099700 - Special Coatings.

- B. Galvanized Surfaces: Clean welds, bolted connections, and abraded areas and apply galvanizing-repair paint to comply with ASTM A 780.

3.7 WARRANTY

- A. The equipment supplier shall warrant for a period of 12 months that its equipment shall be free from defects in material and workmanship; and that it will replace or repair, F.O.B. its factory, any part or parts returned to it which examination shall show to have failed under normal use and service by the user. Warrantee period will commence upon completion of all project improvements.

END OF SECTION 400507

SECTION 400523 - PROCESS VALVES

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 this Section.

1.2 SUMMARY

- A. Extent of each type of size of valve required is indicated on drawings and/or schedule.
- B. All valves used for a particular service are to be of the same manufacturer, make and style for each valve type.
- C. Each valve unit shall be of the proper size and type to suit the intended service with appropriate; body style, operator, joint accessories, coatings, guides, supports, pertinent accessories to be complete, in placed, tested and ready for service in conformance with project conditions.

1.3 SUBMITTALS

- A. General: Submit the following in accordance with conditions of Contract and Division 1 Specification Sections.
- B. Product Data: Provide manufacturer's illustrated catalog data depicting general construction, materials list, coatings and necessary appurtenances in sufficient detail to verify product compliance.
- C. Shop Drawings: Provide manufacturer's drawings showing; principal dimensions, operator detail and arrangements, project schedule tag reference or location of intended usage as required to suit project conditions.

1.4 QUALITY ASSURANCE

- A. Each valve shall be subjected to operation and hydrostatic tests at the manufacturer's plant as specified within applicable AWWA Standards.
- B. All coated surfaces shall receive manufacturer's production and holiday testing as specified in applicable AWWA Standards.

1.5 DELIVERY, STORAGE AND HANDLING

- A. Preparation for Transport: Prepare valves for shipping as follows:
 - 1. Ensure valves are dry and internally protected against rust and corrosion.

2. Protect valve ends against damage and entry of dirt, etc. by use of appropriate end protectors.
 3. Set valves in best position for handling. Set gate valves closed to prevent rattling; set ball and plug valves open to minimize exposure of functional surfaces; set butterfly valves closed or slightly open; and block swing check valves in either closed or open position.
- B. Storage: Use the following precautions during storage:
1. Do not remove valve end protectors unless necessary for inspection; then reinstall for storage.
 2. Protect valves from weather. Store valves indoors. Maintain valve temperature higher than the ambient dew point temperature. If outdoor storage is necessary, support valves off the ground or pavement in watertight enclosures.
- C. Handling: Use a sling to handle valve whose size requires handling by crane or lift. Rig valves to avoid damage to exposed or internal valve parts. Do not use handwheels and stems as lifting or rigging points.

PART 2 - PRODUCTS

2.1 GENERAL

- A. Valves bodies shall be of either gray or ductile cast iron and shall have the name, monogram, or initials of the manufacturer cast thereon.
- B. Valves shall have nonrising stems, open by turning left or counter-clockwise and be provided with either a 2-inch square nut for buried valves or handwheel for exposed valves unless otherwise noted. The direction of opening shall be indicated by an arrow cast on the body and/or the actuator.
- C. All body bolts and nuts shall be bronze or stainless steel for buried, submerged or nonprotected applications and cadmium plated for exposed or interior applications that will receive protective finish coatings.

2.2 GATE OR TAPPING VALVES

- A. The valves, described in this section shall be resilient seated gate valves manufactured to meet or exceed AWWA C509. Valves shall be of compression type seal design, providing bubble tight shut-off with bi-directional seating ability for pressures up to 200 psi.
- B. The valve shall have a smooth, unobstructed waterway free from any sedimentation pockets. Valve shall provide a 100% port of nominal pipe size when fully open. Tapping valve port shall be sized to permit a full pipe port tap.
- C. Body style shall be mechanical joint type for buried service, flange joint type for exposed service and when required, to include special end connections for tapping requirements or otherwise if indicated on the contract drawings.

- D. Stuffing boxes shall be O-ring seal type with two (2) rings located in steam above thrust collar.
- E. Thrust bearings shall be of the low friction torque reduction type, located both above and below the steam collar.
- F. Valves shall be as manufactured by; American-Darling, Clow, M & H, Mueller, U.S. Pipe or an approved equivalent.

2.3 BUTTERFLY VALVES - WATER

- A. Butterfly valves shall comply with the latest revision of AWWA Specification C504, Class 150B. Valve discs shall be ductile iron, one (1) piece cast design for constant drip tight closure with flow in either direction for pressure up to 150 psi.
- B. Body style shall be full bodied, mechanical joint for buried service and flange joint type for exposed service unless otherwise indicated on the contract drawings.
- C. Wafer or lug body styles, when called for, shall have body applied seats that totally encapsulate the inside surface of the valve and also serve as the flange gaskets.
- D. All valve seat mating surfaces shall be against a 304 stainless steel or nickel-chromium disc edge surface for body applied seats or a 304 stainless steel surface with an O-ring seal against the body for disc applied seats as applied by means of manufacturers specified herein.
- E. Full body style valve seats shall be of Buna-N (Nitrile) rubber applied to either the body or the disc:
 - 1. Body applied seats shall be retained by a bonding process meeting ASTM-D-429, Test Method "B" or may be mechanically retained.
 - 2. Disc applied seats to be mechanically secured by a 304 stainless steel retention ring and fasteners to allow for field adjustability or replacement.
- F. Shafts shall be 316 or 304 stainless steel construction. Shaft bearings shall be self-lubricated sleeve type. Shaft seals may be of V-type packing or standard O-ring seals allowing replacement without removing the valve shaft.
- G. Valves shall be as manufactured by; American-Darling, Mueller, Pratt, DeZurik, Keystone or an approved equivalent.

2.4 BUTTERFLY VALVES - AIR

- A. Valves utilized shall be specifically designed for air service and 25 psi air pressure.
- B. Butterfly valves shall meet the intent of the latest AWWA Specification C504, Class 25. These valves shall be a fully lugged wafer type or a flanged type design as indicated on the contract drawings; with cast iron body, ASTM A126, Class B.

- C. Disc to be ductile iron, ASTM A536, Grade 65-45-12 with electroless nickel plating or solid welded on nickel disc edge.
- D. Elastomer seats shall be in the body. Seat on disc edge is not acceptable in air systems. Seats shall be of EPDM, and be field replaceable without special tools. Elastomer thickness, not inclusive of backing rings or stiffeners, shall be a minimum of 3/8-inch for valves 6 inches and smaller; and 1/2-inch for valves 8 inches and larger.
- E. Shafts shall be of 304 or 316 stainless steel construction. Shaft seals shall be adjustable chevron packing or O-ring.
- F. Discharge butterfly valves shall have locking lever operators.
- G. The valves shall be the product of Keystone, DeZurik or an approved equivalent.

2.5 CHECK VALVES - WATER

- A. Swing Check: Valves shall be quiet closing and constructed for a minimum of 150 pounds working pressure. They shall be iron body, bronze seats, with outside lever and adjustable weights and have hinge pins of stainless steel or bronze. Valves shall be a product of American-Darling, Clow, Empire-GA, Mueller, U.S. Pipe or an approved equivalent.
- B. Air Cushioned Swing Check: Valves shall be GA Industries Model 250-D cushioned swing check valves with outside lever and weight; APCO; or an approved equivalent. Cushioned check valves shall be installed in the locations noted.
- C. Valves shall be in full compliance with the latest revision of AWWA Specification C508.

2.6 CHECK VALVES - AIR

- A. The body of wafer type construction shall be designed for 25 psi air pressure.
- B. Valves shall have a EPDM sealing member suitable for continuous duty operation.
- C. Bodies shall be cast iron, ASTM A126, Class B with aluminum bronze plates. The valve shall be drilled to match standard ANSI 125 flanges.
- D. Valves shall be Mission "Duo-Check II"; Techno Check Valve; an approved equivalent.

2.7 KNIFE GATE VALVES

- A. Knife gate valves shall be wafer style with tapped bolt holes, one (1) piece body design, and suitable for 0 to 150 psig drip-tight shut-off service. Valves over 20 inches in diameter shall be suitable for 50 psig rating.
- B. Valve, bodies, blade, stem, and all other wetted parts shall be 304 stainless steel. The gate shall have a rounded bottom with beveled knife edge and all sides of gate should be finish ground.

- C. Valves shall have handwheel with rising stem and rated for service pressures. Valves over 20 inches in diameter shall be bevel gear operated.
- D. Flanges shall be drilled to ANSI B 16.1, CL 125, 150 psi standard.
- E. Valve packing shall be suitable material, multiple V-ring, compression type with a definite packing gland coated with plastic or epoxy to prevent corrosion.
- F. The yoke sleeve shall be acid resisting bronze.
- G. Provide neoprene elastomer seat ring.
- H. Valves shall be the product of DeZurik Series L825, Ecolaine Series 7L, Red Valve Series G or an approved equivalent.

2.8 PLUG VALVES

- A. Valves shall be the nonlubricated, eccentric type with resilient, soft faced Buna-N rubber plugs providing bi-directional dead-tight shut-off to the full valve rating. Valve pressure ratings shall be 175 psi through 12 inches and 150 psi for valves over 12 inches.
- B. Bodies of valves shall be furnished with a welded overlay seat of not less than 90% pure nickel. Seat area shall be completely covered with raised surface weld to insure that the plug face contacts only nickel. Screwed-in seats shall not be acceptable.
- C. Plugs shall be of ASTM A126 Class B cast iron. The plug shall have a cylindrical seating surface eccentrically offset from the center of the plug shaft. The interference between the plug face and body seat shall be externally adjustable in the field with valve in line under pressure.
- D. Valve bearings shall be sleeve type, oil impregnated, permanently lubricated, stainless steel. Nonmetallic bearings shall not be acceptable.
- E. Shaft seals may be of the multiple V-ring or O-ring type conforming with ASTM C504 and shall be externally adjustable and replaceable without removing the valve while under pressure.
- F. Valves shall be as manufactured by; DeZurik, Keystone, Milliken or an approved equivalent.

2.9 PRESSURE RELIEF VALVES - AIR

- A. The pressure relief valves shall be compatible with the operating conditions of the blowers as defined elsewhere in these specifications. Each of the blowers shall be furnished with a weighted pressure relief valve on the discharge as shown on the drawings.
- B. The weight loaded pressure relief valve shall be cast iron body with cast iron weights. The cast iron weights shall be easily added or subtracted so that an adjustment can be made to accommodate the blower's pressure capabilities.

- C. The weighted pressure relief valves shall be as manufactured by Fuller Company; Roots Type PW; or an approved equivalent.

2.10 PRESSURE RELIEF VALVES - WATER; TANK TYPE

- A. Valves to be of floor and wall type as required to suit project conditions. All such valves are to be of same manufacturer throughout project and installed per published recommendations of such.
- B. Valves shall be of flanged body style and be complete with body, or wall, pipe in length of concrete thickness being placed, removable strainer and soft composition rubber seats on both the body and cover.
- C. Floor types have integral locking lugs to retain cover, but allow for removable if necessary.
- D. Wall types shall be hinged with bronze pin and may permit use of an independent wall casting if strainer is mounted within the valve unit.
- E. Valves shall be as manufactured by; American-Darling, Clow, Trumbull Industries or an approved equivalent.

2.11 MUD VALVES

- A. Valves shall be of the rising stem type unless otherwise noted.
- B. The valve body shall be flanged and drilled to ANSI B 16.1, CL 125, 150 psi standard.
- C. The stem, stem nut, disc ring, and seat ring shall be bronze.
- D. Extension stems, operator, stem supports, floor box, etc. shall be provided as required by specifications, Valve Schedule and/or shown on the drawings.
- E. Valve shall be as manufactured by; Clow, M & H, Troy Valve or an approved equivalent.

2.12 TELESCOPING VALVES

- A. Valves shall be capable of giving an infinitely variable discharge rate to suit travel range as indicated on the drawings.
- B. Valves shall be of the rising stem type, unless otherwise noted.
- C. General Contractor shall provide normal bolted, cast iron flange at elevation shown on the drawing and shall be responsible to provide sufficient straight pipe below the valve to allow for full travel of the tube inside.
- D. Each valve shall consist of an offset cast iron floor stand with suitable stem guide, cut tooth pinion bar rack assembly, spur gear with ductile iron locking panel, clear plastic stem cover with cap and travel scale indicator. Pinion shaft is operated by a 12-inch diameter offset handwheel with a rotating crank handle, or an 18-inch diameter top mounted handwheel with anti-rotation plate as required by valve schedule and/or plan illustration.

- E. The decant tube is to be of PVC pipe, smooth, stiff, concentric, connected on upper end with stainless steel bail and threaded adjustable rod connected to the bar rack assembly.
- F. Special flange having a neoprene O-ring insert and a flange transition seal gasket shall be provided by the equipment manufacturer to bolt to pipe flange by Contractor. Foundation bolts for operating stand will be stainless steel furnished with the equipment.
- G. Valves shall be as manufactured by; FMC Corporation, Waterman Industries or an approved equivalent.

2.13 SURGE RELIEF VALVE

- A. Valves shall open rapidly when system pressure exceeds the intensity for which the pilot is set and close upon pressure subsidence below pilot setting. Provision shall be incorporated to regulate the closing speed of the valve. Initial relief pressure to be factory set.
- B. The main valve shall operate on the differential piston principle such that the area on the underside of the piston is no less than the pipe area, and the area on the upper surface of the piston is of a greater area than the underside of the piston.
- C. The valve piston shall be guided on its outside diameter by long stroke stationary Vee ports which shall be downstream of the seating surface to minimize the consequences of throttling.
- D. The valve shall be capable of operating in any position and shall incorporate only one flanged cover at the valve top from which all internal parts shall be accessible. The valve may be furnished either in a globe or angle design to suit project conditions.
- E. The valve interior trim shall be bronze conforming to ASTM B62.
- F. All controls and piping shall be noncorrosive construction materials.
- G. A visual valve position indicator shall be provided for observing the valve piston position at any time.
- H. Valves shall be as manufactured by GA Industries Figure 6600-DL or an approved equivalent.

2.14 FLAP GATES/TIDE GATES

- A. Unless otherwise indicated, flap gates/tide gates shall be as follows:
 - 1. Flap valves shall have a flanged cast iron frame and flap with bronze seats having heavy duty cast iron double hinge arms with stainless steel hinge pins.
 - 2. All gates shall be fully automatic, operating solely by differences in pressure on both sides of the valve. Each valve shall be adjustable so as to provide the optimum opening and yet close providing a virtually watertight seal when no seating head is present.

3. The flap gate shall be secured to a flanged wall casting or thimble connection unless otherwise indicated. Wall thimbles, when needed, shall be a one-piece design supplied by the flap gate manufacturer.
4. Valves shall be as manufactured by Hydro-Gate, Rodney Hunt, Troy Valve or an approved equivalent.

2.15 DIGESTER GAS VALVES

- A. The gas service valves for the digesters shall be nonlubricated eccentric plug valves with resilient plug seal which shall be Type RS Buna-N and shall be UL listed for gas service.
- B. The plug valves shall provide complete shut-off of the flow stream and the O-ring seal shall be completely gas-tight, permitting no leakage whatsoever of the sewage gas to the atmosphere.
- C. Corrosion-resistant bushings of the permanently lubricated type shall be provided in the upper and lower plug journals to support the rotating element true unions. Bearings shall be stainless steel or bronze suitable for sewage gas service. Tape sprayed, or roll-on bushing or sleeves are not acceptable.
- D. Valves shall be as manufactured by DeZurik Series 425 or an approved equivalent.

2.16 OPERATORS

- A. All valves 6 inches and larger, and all buried, submerged, or chain operated valves shall be gear operated. 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.
- B. Manual Operation
 1. Valves shall be equipped with nut, handwheel, crank, chain, gears, floor stand, and other appurtenances as required for manual operation as specified or scheduled.
 2. Operation shall be designed so that the effort required to operate the handwheel, lever, or chain shall not exceed 25 lbs. applied at the extremity of the wheel or lever.
 3. Handwheels on valves 4 in. and larger shall not be less than 12 in. in diameter.
 4. Chainwheels shall be provided when installed centerline of valve is over 5 ft.-6 in. above the floor. Chains shall be cadmium plated and loop 3 ft.-6 in. from the floor. Orient chainwheel and provide intermediate pulley mounting, if necessary, to permit unobstructed chain operation.
 5. Wrench nuts shall be cast iron or bronze, 1-15/16 in. at top, 2 in. square at base and 1-3/4 in. high with a flanged base.
 - a. Provide one (1) tee wrench for each valve type used and of each significant length differential required. All wrenches supplied shall be a length so that the bar handle extends approximately 3 feet above finished grade in addition to the required bury depth length(s).

C. Hydraulic Operation

1. Valves for hydraulic operation shall be equipped with cylinders in accordance with AWWA C540, mounted on the valve bonnet. The size of the cylinder shall be determined by the valve manufacturer to be adequate for specified pressure and operating conditions in each instance where a hydraulically operated valve is specified in the definitive specifications of this section. Unless otherwise specified, cylinders above 12 inches in size, or where the cylinder pressure exceeds 100 lbs., shall be cast iron bronze-lined type.

D. Electric valve operations

1. The operator shall be the helical and worm gear type driven by an electric motor. All power gearing shall be grease lubricated. The actuator shall be in conformance with AWWA C540. The valve manufacturer shall furnish the value of the maximum operating torque required to operate the valve as defined in the Appendix to AWWA C540. The operator manufacturer shall furnish evidence that the operator is designed to equal or exceed the torque requirements.
2. Unless otherwise noted, the operator shall be geared to operate the valve from the fully open position to the fully closed position or vice-versa in approximately 60 seconds. It shall be possible to change this cycle time by substituting suitable gear trains. The operator shall be equipped with a declutchable handwheel for manual operation. The operator shall be designed to hold the valve in any intermediate position between fully open and fully closed without creeping or fluttering.
3. Suitable reduction gearing shall be provided off the main shaft of the gearing, turning approximately 270 degrees while the valve performs full travel. The reduction gearing shall be equipped with the following position indicating devices for each operator:
 - a. A mechanical position indicator dial;
 - b. The output signal shall be 4-20 ma; a standard potentiometer, 1000 ohms with linearity of +/- 3% for indication in the remote controller;
4. Each operator shall be equipped with adjustable torque switches for overload protection in both opening and closing directions with torque switch bypass for unseating.
5. Each operator shall be equipped with four adjustable train gear limit switches. Each limit switch shall include a switch and counter gear. The setting accuracy shall be less than 1/10 turn of the operator output shaft. Two (2) gear limit switches are for remote indication of end positions.
6. Each motor shall be 480 volts, 60 Hz, three phase, induction type as recommended by the operator manufacturer.
7. Three (3) thermostats in series placed in the winding shall provide the motor with thermal protection. They shall interrupt the control circuit as soon as the temperature goes beyond the permissible winding temperature.
8. Each operator shall be equipped with a reversing magnetic starter. The starter shall be capable of receiving contact closures from remote sources to actuate the operator in either direction. Control voltage shall be 120 volts supplied by a transformer included in the control enclosure. Each operator shall include a local

OPEN-STOP-CLOSE control, push button station, and a pad lockable LOCAL-OFF-REMOTE selector switch.

9. All electrical components shall be integral with the operator, housed in a watertight NEMA 4X enclosure and completely wired.
10. A circuit-breaker disconnect shall be provided with the operator.
11. Easily identifiable terminal blocks shall be provided for all external power, control, and signal connections.
12. Operators, located outdoors, shall include thermostats and space heaters in the motor and control compartments.
13. The operator shall be as manufactured by Rotork, Limitorque, EIM, or equal.

2.17 PROTECTIVE COATINGS

- A. All iron parts of valve assemblies shall be painted before leaving the shop.
- B. All exterior and internal waterway ferrous surfaces of each valve, except finished or bearing surfaces shall be shop painted with a liquid or powder epoxy coating of approximately 10 mils dry film thickness conforming to AWWA C-550.

2.18 EXTENSION STEMS AND STEM GUIDES

- A. When required by drawings, schedule or project details, provide an extension stem made of cold-rolled steel material and the same size as the stem of the valve it operates. If the extension is more than 8 ft. long, intermediate stem guides shall be installed and supported from the wall by suitable brackets at a maximum spacing of 8 ft.
- B. Brackets and stem guides shall be made of cast iron and fully adjustable. The guide block shall be bronze bushed where it contacts the extension stem. Stem guides shall be as manufactured by the Eddy Valve Co., Rodney Hunt, or equal. Secure stem guides to walls with stainless steel bolts. In the event of off-set or misalignment, provide off-set extension rod with universal end fittings at valve actuator and stem drop connection.
- C. Extension stem shall have connecting socket for 2-inch square nut and pinsocket to lock on valve operating nut.

2.19 VALVE BOXES

- A. Valve boxes shall be cast iron, 5-1/4" shaft, three-piece screw type, adjustable boxes. The top section to have a drop lid of which to be marked for service which it is used cast thereon. Cover and boxes shall be round pattern.
- B. Provide proper base size and shape to straddle the valve bonnet without touching or being supported by the valve mechanism. Use No. 6 base size for 6-inch and 8-inch gate valves or typical butterfly valve operators, No. 160 oval base size for 12-inch and larger gate valves or other size necessary to suit a particular valve manufacturer's requirements.
- C. Extension sections shall be provided where the depth of trench is such that they are needed to bring the top of the box to finished grade. The valve box shall be installed so that it is perfectly vertical and centered on the valve operating nut.

2.20 FLOOR BOXES AND STANDS

- A. Each valve operator projecting through a floor shall be equipped with a floor box or floor stand and extension stem.
- B. Floor boxes for access to operating nuts of valves, sluice or slide gates shall be cast iron cover and body with bronze or brass bushings. Casting length to equal the thickness of the concrete slab in as much as possible. Floor boxes shall be as manufactured by Clow, Trumbull Industries or an approved equivalent.
- C. Floor stands shall be made of cast iron and shall extend to a level where handwheel or other operator is easily operated. Stands shall be fitted with bronze bushings to maintain proper stem alignment, brass or stainless steel nameplates shall be provided to identify related valve manufacturer, valve type and size or in the case of stand being of valve manufacturer, cast in name would suffice. Provide plastic stem covers with open-close scale for all rising stem applications. Stands shall be anchored to the concrete slab with stainless steel bolts.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Valves shall be carefully handled and placed so as not to permit any damage to the interior coatings, disc or seat. Internal type lifting devices shall not be permitted. Do not use handwheels or stems as lifting or rigging points.
- B. All valves shall be carefully installed in their respective positions free from distortion and stress. Connecting joints shall conform to applicable requirements of the specifications.
- C. Stem guides shall be accurately aligned.
- D. If the valve box is tipped or otherwise not centered on the valve operating nut or not installed at the proper elevation, the Contractor shall, at his own expense, make whatever correction is required to remedy the defect promptly, upon notice to do so by the Engineer.

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 400523

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.
- B. This section is Division-15 Basic Materials and Methods section, and is part of each Division-15 section making reference to pipes and pipe fittings specified herein.

1.2 DESCRIPTION OF WORK:

- A. Extent of pipe, tube, and fittings required by this section is indicated on drawings and/or specified in other Division-15 sections.
- B. Types of pipe, tube, and fittings specified in this section include the following:
 - 1. Steel Pipes.
 - 2. Copper Tube.
 - 3. Brass Pipes
 - 4. Cast-Iron Pressure Pipes.
 - 5. Cast-Iron Soil Pipes.
 - 6. Clay Pipes.
 - 7. Concrete Pipes.
 - 8. Asbestos-Cement Pipes.
 - 9. Corrugated Metal Pipes.
 - 10. Plastic Pipes.
 - 11. Plastic Tubing.
 - 12. Acid-Resistant Pipes.
 - 13. Drainage Tile and Pipes.
 - 14. Grooved Piping Products.
 - 15. Miscellaneous Piping Materials/Products.
- C. Pipes and pipe fittings furnished as part of factory- fabricated equipment, are specified as part of equipment assembly in other Division-15 sections.

1.3 QUALITY ASSURANCE:

- A. Manufacturer's Qualifications: 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.

B. Codes and Standards:

1. Welding: Quality welding procedures, welders and operators in accordance with ASME B31.1, or ASME B31.9, as applicable, for shop and project site welding of piping work.
 - a. Certify welding of piping work using Standard Procedure Specifications by, and welders tested under supervision of, the National Certified Pipe Welding Bureau (NCPWB).
2. Brazing: Certify brazing procedures, brazers, and operators in accordance with ASME Boiler and Pressure Vessel Code, Section IX, for shop and job-site brazing of piping work.
3. NSF Labels: Where plastic piping is indicated to transport potable water, provide pipe and fittings bearing approval label by National Sanitation Foundation (NSF).

1.4 SUBMITTALS:

- A. Product Data: Submit manufacturer's technical product data, installation instructions, and dimensioned drawings for each type of pipe and pipe fitting. Submit piping schedule showing Manufacturer, pipe or tube weight, fitting type, and joint type for each piping system.
- B. Welding Certifications: Submit reports as required for piping work.
- C. Brazing Certifications: Submit reports as required for piping work.
- D. 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. Except for concrete, corrugated metal, hub-and-spigot, clay, and similar units of pipe, provide factory-applied plastic end-caps on each length of pipe and tube. Maintain end-caps through shipping, storage and handling as required to prevent pipe-end damage and eliminate dirt and moisture from inside of pipe and tube.
- B. Where possible, store pipe and tube inside and protected from weather. Where necessary to store outside, elevate above grade and enclose with durable, waterproof wrapping.
- C. 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. 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.

2.2 STEEL PIPES AND PIPE FITTINGS

- A. Black Steel Pipe: ASTM A 53, A 106 or A 120; except comply with ASTM A 53 or A 106 where close coiling or bending is required.
- B. Galvanized Steel Pipe: ASTM A 53 or A 120; except comply with ASTM A 53 where close coiling or bending is required.
- C. Seamless Steel Pipe: ASTM A 53, A 106, or A 120; except comply with ASTM A 53 or A 106 where close coiling or bending is required.
- D. Galvanized Seamless Steel Pipe: ASTM A 53 or A 120; except comply with ASTM A 53 where close coiling or bending is required.
- E. Electric-Resistance-Welded Steel Pipe: ASTM A 135.
- F. Electric-Fusion-Welded Steel Pipe: ASTM A 671, A 672, or A 691.
- G. Stainless Steel Pipe: ASTM A 312; Grade TP 304.
- H. Stainless Steel Sanitary Tubing: ASTM A 270; Finish No. 80.
- I. Yaloy Steel Pipe: ASTM A 714; Class 4; Grade IV.
- J. Steel Water Pipe: AWWA C200 for pipe 6" and larger.
- K. Coal Tar Protective Coatings and Linings for Steel Water Pipe: AWWA C203 for enamel and tape, hot applied.
- L. Chlorinated Rubber-Alkyd Paint System for Steel Water Pipe: AWWA C204.
- M. Cement-Mortar Protective Lining and Coating for Steel Pipe: AWWA C205.
- N. Cast-Iron Flanged Fittings: ANSI B16.1, including bolting.
- O. Cast-Iron Threaded Fittings: ANSI B16.4.

- P. Malleable-Iron Threaded Fittings: ANSI B16.3; plain or galvanized as indicated.
- Q. Malleable-Iron Threaded Unions: ANSI B16.39; selected by Installer for proper piping fabrication and service requirements, including style, end connections, and metal-to-metal seats (iron, bronze or brass); plain or galvanized as indicated.
- R. Threaded Pipe Plugs: ANSI B16.14.
- S. Steel Flanges/Fittings: ANSI B16.5, including bolting and gasketing of the following material group, end connection and facing, except as otherwise indicated.
 - 1. Material Group: Group 1.1.
 - 2. End Connections: Buttwelding.
 - 3. Facings: Raised-face.
- T. Steel Pipe Flanges for Waterworks Service: AWWA C207.
- U. Corrosion-Resistant Cast Flanges/Fittings: MSS SP-51, including bolting and gasketing.
- V. Forged-Steel Socket-Welding and Threaded Fittings: ANSI B16.11, except MSS SP-79 for threaded reducer inserts; rated to match schedule of connected pipe.
- W. Wrought-Steel Buttwelding Fittings: ANSI B16.9, except ANSI B16.28 for short-radius elbows and returns; rated to match connected pipe.
- X. Yelow-Steel Buttwelding Fittings: ASTM A 714.
- Y. Stainless-Steel Buttwelding Fittings: MSS SP-43.
- Z. Cast-Iron Threaded Drainage Fittings: ANSI B16.12.
- AA. Forged Branch-Connection Fittings: Except as otherwise indicated, provided type as determined by Installer to comply with installation requirements.
- BB. Pipe Nipples: Fabricated from same pipe as used for connected pipe; except do not use less than Schedule 80 pipe where length remaining unthreaded is less than 1-1/2", and where pipe size is less than 1-1/2", and do not thread nipples full length (no close-nipples).

2.3 COPPER TUBE AND FITTINGS

- A. Copper Tube: ASTM B 88; Type (wall thickness) as indicated for each service; hard-drawn temper, except as otherwise indicated.
- B. DWV Copper Tube: ASTM B 306.
- C. ACR Copper Tube: ASTM B 280.
- D. Cast-Copper Solder-Joint Fittings: ANSI B16.18.
- E. Wrought-Copper Solder-Joint Fittings: ANSI B16.22.

- F. Cast-Copper Solder-Joint Drainage Fittings: ANSI B16.23.
- G. Wrought-Copper Solder-Joint Drainage Fittings: ANSI B16.29.
- H. Cast-Copper Solder-Joint Drainage Fittings: For "sovent" drainage systems, ANSI B16.32.
- I. Cast-Copper Flared Tube Fittings: ANSI B16.26.
- J. Bronze Pipe Flanges/Fittings: ANSI B16.24.
- K. Copper-Tube Unions: Provide standard products recommended by manufacturer for use in service indicated.

2.4 BRASS PIPE AND FITTINGS

- A. Red Brass Pipe: ASTM B 43.
- B. Cast-Bronze Threaded Fittings: ANSI B16.15.
- C. Cast-Bronze Threadless Fittings: ASTM B 61 or B 62.

2.5 CAST IRON PRESSURE PIPES AND PIPE FITTINGS

- A. Ductile-Iron Pipe: ANSI A21.51; AWWA C151.
- B. Cement-Mortar Lining for Ductile-Iron and Gray-Iron Pipe and Fittings for Water: ANSI A21.4; AWWA C104.
- C. Polyethylene Encasement for Gray and Ductile Cast-Iron Piping: ANSI A21.5; AWWA C105.
- D. Cast-Iron Fittings: AWWA C110.
- E. Gray-Iron Fittings: AWWA C110.
- F. Ductile-Iron Fittings: AWWA C110.
- G. Rubber-Gasket Joints: AWWA C111.

2.6 CAST-IRON SOIL PIPES AND PIPE FITTINGS

- A. Hubless Cast-Iron Soil Pipe: FS WW-P-401.
- B. Cast-Iron Hub-and-Spigot Soil Pipe: ASTM A 74.
- C. Hubless Cast-Iron Soil Pipe Fittings: Neoprene gasket complying with ASTM C 564 and stainless steel clamp holding band.
- D. Cast-Iron Hub-and-Spigot Soil Pipe Fittings: Match soil pipe units; complying with same standards (ASTM A 74).

- E. Compression Gaskets: ASTM C 564.
- F. Lead/Oakum Joint Materials: Provide products complying with governing regulations for use in service indicated.

2.7 CLAY PIPES AND PIPE FITTINGS

- A. Vitrified Clay Pipe: ASTM C 700, Standard Strength (SS) except where Extra Strength (XS) indicated, with resilient gasket joints complying with ASTM C 425.
- B. Fittings for Clay Pipe: Match clay pipe; provide units produced by same manufacturer, complying with same standards.

2.8 CONCRETE PIPES AND PIPE FITTINGS

- A. Reinforced Concrete Pipe: ASTM C 76, Class as indicated, with modified tongue-and-groove compression gasket joints complying with ASTM C 443.
- B. Concrete Pipe: ASTM C 14, Class 2, unless otherwise indicated.
- C. Fittings for Concrete Pipe: Match concrete pipe; provide units produced by same manufacturer, complying with same standards.

2.9 CORRUGATED METAL PIPES AND PIPE FITTINGS

- A. Corrugated Metal Pipe: AASHTO M36, helically or circumferentially corrugated, mill-galvanized steel, size and gage as indicated.
 - 1. Furnish bituminous coated conduit complying with AASHTO M190, as follows:
 - a. Type A, full bituminous coating.
 - b. Type B, half bituminous coating.
 - c. Type C, full bituminous coating and paved.
- B. Fittings for Corrugated Metal Pipe: Match corrugated metal pipe; provide units produced by same manufacturer, complying with same standards.

2.10 PLASTIC PIPES AND PIPE FITTINGS

- A. Acrylonitrile-Butadiene-Styrene Pipe (ABS): ASTM D 1527.
- B. Acrylonitrile-Butadiene-Styrene Sewer Pipe (ABS): ASTM D 2751.
- C. Cellulose Acetate Butyrate Pipe (CAB): ASTM D 1503.
- D. Fiberglass Reinforced Epoxy Pipe (FRE): ASTM D 2310 and D 2996.
- E. Polybutylene Pipe (PB): ASTM D 2662.
- F. Polybutylene Hot- and Cold-Water Pipe (PB): ASTM D 3309.

- G. Polyethylene Pipe (PE): ASTM D 2104.
- H. Polyvinyl Chloride Pipe (PVC): ASTM D 1785.
- I. Polyvinyl Chloride Water Pipe (PVC): AWWA C900.
- J. Polyvinyl Chloride Sewer Pipe (PVC): ASTM D 2729.
- K. Polyvinyl Chloride Drain, Waste, and Vent Pipe (PVC): ASTM D 2665.
- L. Chlorinated Polyvinyl Chloride Pipe (CPVC): ASTM F 441.
- M. ABS Pipe Fittings:
 - 1. Schedule 40 Socket: ASTM D 2468.
 - 2. Schedule 80 Socket: ASTM D 2469.
 - 3. Schedule 80 Threaded: ASTM D 2465.
 - 4. Solvent Cement: ASTM D 2235.
 - 5. Solvent Cement (To Join ABS To PVC): ASTM D 3138.
- N. CAB Pipe Fittings: Provide fittings of same material by same pipe manufacturer for same pressure rating.
 - 1. Solvent Cement: ASTM D 2560.
- O. FRE Pipe Fittings: Mechanically fastened union-type non-threaded couplings with "O" ring seals.
- P. PB Fittings:
 - 1. SDR 11 Socket: ASTM D 3309.
- Q. PE Fittings:
 - 1. Butt Heat Fusion: ASTM D 3261.
 - 2. Insert Fusion: ASTM D 3197.
 - 3. Socket Type: ASTM D 2683.
 - 4. Insert: ASTM D 2609.
- R. PVC Fittings:
 - 1. Schedule 40 Socket: ASTM D 2466.
 - 2. Schedule 80 Socket: ASTM D 2467.
 - 3. Schedule 80 Threaded: ASTM D 2464.
 - 4. DWV Socket: ASTM D 2665.
 - 5. Sewer Socket: ASTM D 2729.
 - 6. Solvent Cement: ASTM D 2564.
 - 7. Solvent Cement (To Join PVC To ABS): ASTM D 3138.

S. CPVC Fittings:

1. Schedule 40 Socket: ASTM F 438.
2. Solvent Cement: ASTM D 2564.

T. PLASTIC TUBING AND TUBE FITTINGS:

U. Polybutylene Tubing (PB): ASTM D 2666.

V. Polybutylene Hot- and Cold-Water Tubing (PB): ASTM D 3309.

W. Polyethylene Tubing (PE): ASTM D 2737.

X. Polyvinyl Chloride Tubing (PVC): ASTM D 2740.

Y. PB Fittings:

1. Socket Fusion: ASTM D 3309.
2. Compression: As recommended by manufacturer.
3. Crimp-Type: As recommended by manufacturer.

Z. PE Fittings:

1. Insert: ASTM D 2609.

AA. PVC Fittings:

1. Insert: ASTM D 2609.

2.11 ACID-RESISTANT PIPES AND PIPE FITTINGS

- A. Cast-Iron Pipe; Acid-Resistant: High-silicon cast-iron pipe of type indicated, complying with ASTM A 518.
- B. Lead Pipe: Acid-resistant chemically-pure hard lead, with 7% antimony.
- C. Glass Pipe: ASTM C 599.
- D. Fittings for Acid-Resistant Pipe: Provide fittings matching pipe, and with equal-or-better acid resistance; comply with same standards where applicable. Unless otherwise indicated, provide fittings produced by manufacturer of pipe, and recommended for service indicated.

2.12 DRAINAGE TILE AND PIPE, FITTINGS, AND ACCESSORIES

- A. Clay Drain Tile: ASTM C 4; Standard Class, unless otherwise indicated; lengths as indicated.
- B. Concrete Drain Tile: ASTM C 412; Standard Quality, unless otherwise indicated; lengths as indicated.

- C. Porous Concrete Pipe: ASTM C 654; Standard Strength, unless otherwise indicated.
- D. Perforated Asbestos-Cement Pipe: ASTM C 508; Type III, unless otherwise indicated.
- E. Perforated Polyvinyl Chloride Pipe (PVC): ASTM D 2729; perforated except where standard sections of pipe are indicated.
- F. Perforated Clay Pipe: ASTM C 700; Standard Strength, unless otherwise indicated.
- G. Perforated Concrete Pipe: ASTM C 444, Type 1; and also ASTM C 14, Class 2.
- H. Perforated Bituminized Fiber Pipe: ASTM D 2311.
- I. Fittings and Accessories for Drainage Tile and Pipe: Unless otherwise indicated, provide fittings matching and of same material as pipe units; comply with same standards, where applicable, except fittings need not be perforated where pipe is required to be perforated.
- J. Tile Joint Accessories: Where open-joint drainage tile is indicated, provide joint accessory units as follows:
 - 1. Heavy-mesh burlap joint covers, with copper wire ties.
 - 2. Coal-tar saturated felt covers, with copper wire ties.
 - 3. Copper screen covers, 18-14 mesh, with copper wire ties.
 - 4. Corrosion-resistant metal spacer-band covers.

2.13 GROOVED PIPING PRODUCTS

- A. General: As Installer's option, mechanical grooved pipe couplings and fittings may be used for piping systems having operating conditions not exceeding 230 deg F (110 deg C), excluding steam piping and any other service not recommended by manufacturer, in lieu of welded, flanged, or threaded methods, and may also be used as unions, seismic joints, flexible connections, expansion joints, expansion compensators, or vibration reducers.
- B. Coupling Housings: Malleable iron conforming to ASTM A 47.
- C. Coupling Housings: Ductile iron conforming to ASTM A 536.
- D. Coupling Housings Description: Grooved mechanical type, which engages grooved or shouldered pipe ends, encasing an elastomeric gasket which bridges pipe ends to create seal. Cast in two or more parts, secure together during assembly with nuts and bolts. Permit degree of contraction and expansion as specified in manufacturer's latest published literature.
- E. Gaskets: Mechanical grooved coupling design, pressure responsive so that internal pressure serves to increase seal's tightness, constructed of elastomers having properties as designated by ASTM D 2000.
 - 1. Water Services: EDPM Grade E, with green color code identification.
 - 2. Other Services: As recommended by Manufacturer.

- F. Bolts and Nuts: Heat-treated carbon steel, ASTM A 183, minimum tensile 110,000 psi.
 - 1. Exposed Locations: Tamper resistant nuts.
- G. Branch Stub-Ins: Upper housing with full locating collar for rigid positioning engaging machine-cut hole in pipe, encasing elastomeric gasket conforming to pipe outside diameter around hole, and lower housing with positioning lugs, secured together during assembly with nuts and bolts.
- H. Fittings: Grooved or shouldered end design to accept grooved mechanical couplings.
 - 1. Malleable Iron: ASTM A 47.
 - 2. Ductile Iron: ASTM A 536.
 - 3. Fabricated Steel: ASTM A 53, Type F for 3/4" to 1-1/2"; Type E or S, Grade B for 2" to 20".
 - 4. Steel: ASTM A 234.
- I. Flanges: Conform to Class 125 cast iron and Class 150 steel bolt hole alignment.
 - 1. Malleable Iron: ASTM A 47.
 - 2. Ductile Iron: ASTM A 536.
- J. Grooves: Conform to the following:
 - 1. Standard Steel: Square cut.
 - 2. Lightweight Steel: Roll grooved.
 - 3. Cast Iron: Radius cut grooved, AWWA C606.
- K. Manufacturer: Subject to compliance with requirements, provide grooved piping products of one of the following:
 - 1. ITT Grinnell Corp.
 - 2. Stockham Valves & Fittings, Inc.
 - 3. Victaulic Co. of America.

2.14 MISCELLANEOUS PIPING MATERIALS/PRODUCTS:

- A. Welding Materials: Except as otherwise indicated, provide welding materials as determined by Installer to comply with installation requirements.
 - 1. Comply with Section II, Part C, ASME Boiler and Pressure Vessel Code for welding materials.
- B. Soldering Materials: Except as otherwise indicated, provide soldering materials as determined by Installer to comply with installation requirements.
 - 1. Tin-Lead Solder: ASTM B 32, Grade 50A.
 - 2. Tin-Antimony Solder: ASTM B 32, Grade 95TA.
 - 3. Silver-Lead Solder: ASTM B 32, Grade 96TS.

- C. Brazing Materials: Except as otherwise indicated, provide brazing materials as determined by Installer to comply with installation requirements.
 - 1. Comply with SFA-5.8, Section II, ASME Boiler and Pressure Vessel Code for brazing filler metal materials.
- D. Gaskets for Flanged Joints: ANSI B16.21; full-faced for cast-iron flanges; raised-face for steel flanges, unless otherwise indicated.
- E. Piping Connectors for Dissimilar Non-Pressure Pipe: Elastomeric annular ring insert, or elastomeric flexible coupling secured at each end with stainless steel clamps, sized for exact fit to pipe ends and subject to approval by plumbing code.
 - 1. Manufacturer: Subject to compliance with requirements, provide piping connectors of the following:
 - a. Fernco, Inc.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. General: 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 PIPING SYSTEM JOINTS

- A. General: Provide joints of type indicated in each piping system.
- B. Thread pipe in accordance with ANSI B2.1; cut threads full and clean using sharp dies. Ream threaded ends to remove burrs and restore full inside diameter. Apply pipe joint compound, or pipe joint tape (Teflon) where recommended by pipe/fitting manufacturer, on male threads at each joint and tighten joint to leave not more than 3 threads exposed.
- 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. Mechanically Formed Tee Connections: In lieu of providing tee fittings in copper tubing, Installer may, as option, provide mechanically formed tee connections, providing they are in accordance with the following:
 - 1. Size and wall thickness of both run tube and branch tube are listed by Manufacturer of forming equipment as "Acceptable Application".
 - 2. Height of drawn collar is not less than 3 times wall thickness of run tubing.
 - 3. End of branch tube is notched to conform to inner curve of run tube, and dimpled to set exact penetration depth into collar.
 - 4. Resulting joint is minimum of 3 times as long as thickness of thinner joint member, and brazed using B-CuP series filler metal.
- F. Mechanically Formed Couplings: In lieu of providing couplings in copper tubing, Installer may, as option, provide mechanically formed couplings, provided they are in accordance with the following:
 - 1. Form couplings by first annealing area at end of tube where expansion will occur. Insert tube expander to die size required and expand tube end to accept tubing of same size.
 - 2. Resulting joint is minimum of 3 times as long as thickness of tube, and brazed using B-CuP series filler metal.
- G. Weld pipe joints in accordance with ASME Code for Pressure Piping, B31.
- H. Weld pipe joints in accordance with recognized industry practice and as follows:
 - 1. Weld pipe joints only when ambient temperature is above 0 deg F (-18 deg C) where possible.
 - 2. Bevel pipe ends at a 37.5 deg angle where possible, smooth rough cuts, and clean to remove slag, metal particles and dirt.
 - 3. Use pipe clamps or tack-weld joints with 1" long welds; 4 welds for pipe sizes to 10", 8 welds for pipe sizes 12" to 20".

4. Build up welds with stringer-bead pass, followed by hot pass, followed by cover or filler pass. Eliminate valleys at center and edges of each weld. Weld by procedures which will ensure elimination of unsound or unfused metal, cracks, oxidation, blow-holes and non-metallic inclusions.
 5. Do not weld-out piping system imperfections by tack- welding procedures; refabricate to comply with requirements.
 6. At Installer's option, install forged branch-connection fittings wherever branch pipe is indicated; or install regular "T" fitting.
 7. At Installer's option, install forged branch-connection fittings wherever branch pipe of size smaller than main pipe is indicated; or install regular "T" fitting.
- I. Weld pipe joints of steel water pipe in accordance with AWWA C206.
 - J. Flanged Joints: Match flanges within piping system, and at connections with valves and equipment. Clean flange faces and install gaskets. Tighten bolts to provide uniform compression of gaskets.
 - K. Lead Joint Installation: Tightly pack joint with joint packing material. Do not permit packing to enter bore of finished joint. Clean joint after packing. Fill remaining joint space with one pouring of lead to indicate minimum depth measured from face of bell. After lead has cooled, calk joint tightly by use of hammer and calking iron.
 - L. Hubless Cast-Iron Joints: Comply with coupling manufacturer's installation instructions.
 - M. Clay Pipe Joints: Comply with ASTM C 12.
 - N. Concrete Pipe Joints: Except as otherwise indicated, comply with applicable provisions of "Concrete Pipe Field Manual" by the American Concrete Pipe Assn.
 - O. Corrugated Metal Pipe Joints: Comply with manufacturer's instructions and recommendations.
 - P. Plastic Pipe/Tube Joints: Comply with manufacturer's instructions and recommendations, and with applicable industry standards:
 1. Heat Joining of Thermoplastic Pipe: ASTM D 2657.
 2. Making Solvent-Cemented Joints: ASTM D 2235, and ASTM F 402.
 - Q. Glass Pipe Joints: Comply with manufacturer's instructions and recommendations.
 - R. Open Drain-Tile Joints: Except as otherwise indicated, provide 1/4" open joint, with top 2/3 of annular space covered by joint accessory material.
 - S. 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.

3.3 PIPING INSTALLATION

- A. Install drainage piping (perforated, porous or tile) from lowest end of slope to highest, solidly bedded in filtering or drainage fill. Shape bed for bells of piping (if any). Place bells/hubbs and grooved ends of units up-stream. Lay perforated pipe with perforations down.
- B. Install gray and ductile cast-iron water mains and appurtenances in accordance with AWWA C600.
- C. Install asbestos-cement pressure pipe in accordance with AWWA C603.

3.4 CLEANING, FLUSHING, INSPECTING

- A. General: Clean exterior surfaces of installed piping systems of superfluous materials, and prepare for application of specified coatings (if any). Flush out piping systems with clean water before proceeding with required tests. Inspect each run of each system for completion of joints, supports and accessory items.
 - 1. Inspect pressure piping in accordance with procedures of ASME B31.
- B. Disinfect water mains and water service piping in accordance with AWWA C601.

3.5 PIPING TESTS

- A. Test pressure piping in accordance with ASME B31.
- B. 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.
- C. 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.
- D. Drain test water from piping systems after testing and repair work has been completed.

END OF SECTION 402336

SECTION 412200 - HOISTS, CRANES AND MONORAILS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division-1 Specifications sections, apply to work of this section.

1.2 DESCRIPTION OF WORK

- A. This section includes furnishing and installing, unless otherwise noted herein, the hoisting equipment, controls, trolleys and supporting tracks, for the type of operation shown on the Drawings and specified herein.
- B. All work performed under this section shall comply and be in accordance with all approved trade practices and manufacturer's recommendations, including ANSI MH 27.1 - 1981 "Specifications for Underhung Cranes and Monorail Systems".
- C. All cranes and hoisting equipment shall comply with applicable OSHA requirements.
- D. It is the intent of this Contract that the final installation shall be complete in all respects, and the Contractor will be responsible for all minor details, whether or not shown on the Drawings or specifically included in these Specifications.

1.3 QUALITY ASSURANCE

- A. In addition to requirements of these specifications, comply with manufacturer's instructions and recommendations for work.

1.4 SUBMITTALS

- A. Submittals shall be in accordance with the General Requirements.
- B. At the time of bidding, the Contractor shall submit, as a minimum, the following information:
 - 1. Descriptive literature, bulletins, or other data describing the crane or hoist equipment and verification that the equipment is capable of fulfilling the requirements of this specification.
 - 2. Complete list of equipment and appurtenances included with the equipment, complete with manufacturer's name and model number
 - 3. General arrangement and dimension drawings
 - 4. Assembly drawings
 - 5. Materials of construction
 - 6. Schematic wiring diagrams

- C. The bid submittal package shall be enclosed in a separate envelope with the section number marked clearly on the outside and shall be submitted with the Contractor's bid.

PART 2 - PRODUCTS

2.1 SUPPORTING TRACK

- A. The supporting track shall consist of standard sections supported from precast beams or steel beams, as and where noted, complete with all necessary stops, guides, bolts, clips, plates, support connections, switches, and incidentals for a complete system. All steel, unless otherwise noted, shall meet the requirements for structural steel as specified under Section 055800 capable of supporting the loads listed in the Equipment Schedule, in addition to its own weight, load impact, hoist, trolley, and appurtenances.
1. Standard Rail - The non-electrified rail to be used with manual trolley and hoist systems and cord and reel feed trolley and hoist systems specified herein shall be standard I-beam sections of the size indicated on the plans or as per the hoist and trolley manufacturer's requirements.
 2. Electrified Rail - The electrified rail shall be a rolled high carbon-manganese steel section as manufactured by Loudon (Super Track), American Monorail (Railmaster Track), Twin City Monorail (Wide Flange Rail), or equal.
 3. Switches and Curves - The location and orientation of the switches and curves shall be as shown on the plans. Switches and curves shall be made of the same section as the track and shall be securely anchored as recommended by the manufacturer. Switches shall be manually operated with a heavy nylon pull rope. The moving tongue section shall be held in each position with a positive latch switch to protect all open track ends. The electrified rail shall be powered by incoming rail with wiring around switch provided by factory installed flexible heavy duty cable.
 4. Conductors - The electrified rail manufacturer shall furnish the rail with electric conductors for 460 volt, 60 Hertz, 3 phase power. Electric conductors shall be mounted the length of the rail and be so designed to protect against the possibility of accidental physical contact by an insulation system.
- B. Track suspensions
1. All necessary clamps, hanger rods, bolts and other fittings from which the track system is suspended, shall be provided as part of the overhead track system. Track hanger supports shall be spaced as per the drawings attached, as specified, or as per manufacturer's recommendations.
 2. Means shall be provided, on flexible type rod suspensions, to allow for minimum 1" vertical adjustment of the track, both before and after the system has been put in operation so that the track can be erected and maintained level.
 3. Where flexible type rod suspensions are used, the hanger rod shall be made from high strength alloy steel with rolled threads and furnished with a spherical nut at each end. Each spherical nut shall be equipped with a brass-tipped set screw having a nylon patch on the thread for locking purposes. In addition, a cotter pin shall be provided at each end of the rod to prevent the spherical nut from backing off the rod.

4. Where flexible type rod suspensions are used, the top and bottom hanger fittings shall be provided with a spherical seat to match the spherical nuts on the hanger rod.
5. Where track system is suspended from flexible type rod suspensions, the system shall be braced laterally and longitudinally to prevent excessive sway. All bracing is to be provided by the monorail erector.
6. Rigid suspensions can be obtained by flush clamping or bolting the monorail track direct to the supporting steel.
7. All suspension fittings shall be furnished with S.A.E. Grade 5 or ASTM A 325 mounting bolts.

C. Track curves

1. Curves shall be of such radius as to permit operation of the carrier without binding.
2. Intermediate support locations are determined by the total trolley load.
3. When electrified, conductor bars shall be web mounted. Conductors bars to be factory mounted.
4. Curve track sections shall be roll formed for accuracy and be of the same depth as adjoining track sections.

2.2 TROLLEYS

A. Trolleys shall have the capacities as listed in the Equipment Schedule and shall be installed in the proper location, complete.

1. Hand Push Trolleys - Hand push trolleys shall be four-wheel type with a load eye for a hand operated hoist. The trolley shall have forged steel wheels. The trolley shall be manufactured by the same manufacturer as the attached hoist.
2. Gear Driven Trolleys - Gear driven trolleys shall be equipped with a chain wheel and endless chain. Chain shall be of sufficient length to extend within three (3) feet of the floor.
The trolley shall be equipped with a clevis, link, or eye bolt of minimum 3/4 inch diameter steel and with minimum 3 inch diameter "eye" for attachment of hand hoists. Trolley shall be equal to Budget "Hi-Cap" Trolleys as manufactured by Dresser Crane, Hoist and Tower Division, Dresser Industries, Inc., or equal.
3. Electrified Trolley Drives - Electrified trolley drives shall be electric travel, single speed soft start, with speed not to exceed 35 fpm. Trolley drive shall operate on 460 volt, 60 hertz, 3 phase current, complete with overload protection and motor starter. Drive controls shall be incorporated with the hoist controls in a suspended push button station. The trolleys shall be driven by means of an electric motor coupled to spur or helical reducer and under rail tire drive. Motoveyor and hoist trolley to be equipped with side guide rollers for smooth operation around curves. All gears shall operate in an oil bath in sealed enclosures providing positive splash lubrication for gears and bearings. All bearings will be anti-friction, radial thrust type. Trolley wheel axles will be pre-lubricated and sealed for life with bearings mounted in cartridges in bored seats. Trolley wheels shall be in pairs and trolley drives shall be as manufactured by David Round and Son, Inc., Crane and Monorail Systems, Cleveland Tramrail, or equal.

2.3 HOISTS

- A. Hand Operated Hoists - All hand operated hoists shall be as indicated on the Drawings or as specified herein so as to deliver maximum efficiency and require minimum maintenance. They shall be equipped with a corrosion-resistant aluminum housing; a load brake; forged steel, free swivel, safety latch hooks, and a cadmium or zinc plated pull chain extending to within 3 feet of the floor below. The hoist shall also have a load limiter which will not permit overloading of the hoist. The hoist shall be as manufactured by Acco-Wright, Dresser, P & H or equal.
- B. Electric Hoists - All electric hoists shall be as indicated on the Drawings or as specified herein. They shall have a 3 phase, 460 volt, 60 Hz motor with single speed lift. The lifting speed shall be a min. of 5 FPM. The hoist shall be controlled from a pendant pushbutton station.
 - 1. The hoist shall be equipped with alloy steel load chain sized for the listed load; steel, safety latch hook; an overload protection device; and load chain reel.
 - 2. The hoist shall be as manufactured by David Round and Sons, Inc., Yale, P & H, Acco-Wright; or equal.
- C. All hoist gearing shall be helical or spur made from forged, rolled, or cast steel and shall have machine cut teeth. All pinions shall be made from alloy steel and shall be heat treated.
- D. All bearings shall be heavy duty, antifriction, radial type. All gears shall operate in an oil bath in sealed housings providing positive splash lubrication for gears and bearings. Sheave bearings shall be packed with grease and shall be lubricated through pressure type fittings.
- E. A mechanical load brake or suitable method of electric braking shall be provided in addition to the hoist motor brake. Mechanical load brake of electric braking system shall automatically regulate the speed during lowering and prevent undue acceleration. Mechanical load brake shall be capable of holding full load independent of hoist motor brake.
- F. Hoist motor brake shall be magnetically operated disc type or shoe type, mounted on the extended pinion shaft. Brake shall be spring set and equally effective in both directions of motor rotation and of sufficient size to stop motor and hold rated capacity load. Brake shall be set automatically when current is not flowing to the motor.

2.4 JIB CRANES

- A. Jib cranes shall be constructed of standard ASTM-A36 structural steel members. Jib cranes shall be standard production models as manufactured by David Round and Son, Inc., Cleveland Crane and Engineering Co., Cleveland Beacon, or equal. Jib cranes shall have the reach, clear height and load capacities, including appropriate impact and safety factors, indicated in the Equipment Schedule, unless otherwise specified. Each jib crane shall be capable of pivoting at least 200° or as indicated on the Drawings with load at outer most reach. Jib cranes equipped with electric hoists and/or pivoting shall be controlled from a pendant suspended from the mast.

- B. Jib crane shall be base plate mounted and suitable for service as required for the location shown on the Drawings. The under clearance for the 500, 1,000 and 2,000 pound capacity cranes shall be 10 feet; and 12 feet for 3,000 pounds or larger, unless otherwise shown on the drawings.

2.5 ELECTRICAL EQUIPMENT

- A. Motors shall be NEMA standard designed for crane service. Motors will be ball bearing, with Class "B" insulation and rated on the basis of 40 degrees C ambient temperature and a 30-minute rating.
- B. Motor control centers with magnetic starters for jib cranes only shall be provided under the Electrical Contract.
- C. Controls for all electrified portions of a hoisting system shall be mounted in one common push button pendant. Push button switches shall be arranged for not less than two accelerating points in each direction for hoist motion and one for trolley motion, if required. Control circuits shall be 115 volt AC. Control enclosures shall be NEMA 12. Unless otherwise specified, pendants shall extend to a height of three (3) feet above the operating floor.
- D. A manual mainline fused disconnect switch shall be provided and installed by the Contractor with wiring and conduit to runway power conductors. All wire sizes shall be suitable for crane rated motors in accordance with Article 610 of the NEC. All insulation, conduit and fittings shall conform to the requirements of the latest addition of the NEC.
- E. Monorail Conductors
 - 1. Power shall be transmitted to the hoist and motoveyor motors through a system of insulated conductor bars supported on the monorail and collectors supported on the hoist.
 - 2. The shoes shall be a brass alloy set in molded insulators and attached to collector arms, suitably mounted on brackets from the hoists.
- F. Hoist is to have an upper limit switch. When hook reaches upward limit of travel, an electric circuit shall be opened to stop flow of current to hoist.

PART 3 - EXECUTION

3.1 ERECTION

- A. The monorails and hoisting equipment and controls shall be erected by manufacturer or manufacturer's representative in accordance with the manufacturer's recommendations.

3.2 INITIAL LUBRICATION

- A. Initial lubrication required for startup and field test operation shall be furnished and applied in accordance with the manufacturer's recommendations.

3.3 PAINTING

- A. All materials shall be cleaned of loose rust, mill scale and foreign matter.
- B. Trolleys, track, track switches, and suspension fittings shall be painted one shop coat of manufacturer's standard finish, which shall be compatible with the finish paint.
- C. Bolts or hanger rods will not be painted but must be adequately protected against damage and rust in shipment.
 - 1. Bolts and hanger rods shall be painted with the ceiling.

3.4 INSPECTION, START-UP, AND TESTING

- A. The manufacturer of the mechanism shall provide a representative to check the installation, make final adjustments, supervise initial start-up of the equipment, and prepare a written test report thereof for the Owner.
- B. The representative shall instruct the Owner's personnel in the operation and maintenance of the equipment.
- C. The manufacturer shall furnish two (2) complete sets of replacement parts for each monorail and jib crane.

3.5 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 maintenance instructions, and a complete parts list and recommended spare parts list. The O & M manuals shall be in compliance with the General Requirements.

3.6 EQUIPMENT SCHEDULE

A. Monorails

<u>Location</u>	<u>Capacity</u>	<u>Min. Lift</u>	<u>Type of Hoists</u>	<u>Type of Trolley</u>
Grit Bldg.	1 ton	30 ft.-0 in.	Electric	Hand Operated
Influent Pumping Screw Pumps Building	3 ton	15 ft.-0 in.	Electric	Hand Operated
Trickling Filter Screw Pump Building	3 ton	13 ft.-8 in.	Electric	Hand Operated
Chlorine Bldg.	2 ton	15 ft.-0 in.	Electric	Electric
Primary	1-1/2 ton	25 ft.-0 in.	Electric	Hand Operated

Distr.Center

Secondary Distr.	1-1/2 ton	25 ft.-0 in.	Electric	Hand Operated

Center

Generator Bldg.	3 ton	15 ft.-0 in.	Electric	Electric

Raw Wastewater Influent	1 ton	34 ft.-0 in.		

8 ft.			Electric	Hand Operated

Administration Building	1 ton	10 ft.-0 in.		

8 ft.			Electric	Hand Operated

END OF SECTION 412200

SECTION 432139 - SUBMERSIBLE PUMPS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract apply to work of this section.

1.2 DESCRIPTION OF WORK

- A. The Contractor shall provide all labor, materials, tools and equipment required to furnish and install the pump station complete as shown on the Contract Drawings and as specified herein.
- B. The pump station shall include all drives, drive shafts, pump bases, pumps, wet well, valve pit, valves, piping, anchor bolts, site work and power supply, and other appurtenances as specified or required for a complete installation.
- C. All work performed under this section shall be in accordance with all approved trade practices and manufacturer's recommendations.

1.3 QUALITY ASSURANCE

- A. In addition to requirements of these specifications, comply with manufacturer's instructions and recommendations for work.

1.4 SUBMITTALS

- A. Submit as per the Contract requirements.

PART 2 - PRODUCTS

2.1 OPERATION OF SYSTEM

On sump level rise lower switch (pump off) shall first be de-energized, then next level switch shall energize and start lead pump. With lead pump operating, sump level shall lower to off switch turn-off setting and pump shall stop. Alternating relay shall index on stopping of pump so that lag pump will start first on next operation and become lead pump. If sump level continues to rise when lead pump is operating, override switch shall energize and start lag pump. Both lead and lag pump shall operate together until low level switch turns off both pumps. If both pumps are operating, alarm switch shall energize and signal the alarm, where used. If one pump should fail for any reason, the second pump shall operate on the override control and if level rises above override control, alarm shall signal, where used. All level switches shall be adjustable for level setting, from the surface. If

- A. pump continues to run past off switch, the low water alarm switch shall activate alarm and shut off pump(s).

2.2 SUBMERSIBLE PUMPS

- A. Submersible, electrically operated pumps shall be in accordance with the requirements described in the following paragraphs and in the Equipment Schedule. In addition, they will be capable of continuous pumping while being partially submerged.
- B. Both pumps for this application shall be produced by the same manufacturer.
- C. Pumps shall be of the manufacturer and model noted in the Equipment Schedule.
- D. Each pump shall be shop tested for capacity, head, speed, power and efficiency in accordance with Standards of the Hydraulic Institute. Six (6) certified copies of each test curve shall be furnished to the Engineer for approval. The pumps shall not leave the manufacturer's plant until receipt of the Engineer's approval.
- E. Each pump shall be connected to the discharge line by means of a quick disconnect sealed flange, mounted on the pump and the outlet line. Fitting shall be such that sealing is accomplished by a hydraulic sealing diaphragm.
- F. The pumping units shall come complete with sliding brackets, motors, guide bars, stainless steel pull chain, aluminum access doors, power cables and all other necessary appurtenances.
- G. All major pump parts such as the casing, sliding bracket, volute, and impeller shall be of high quality cast iron. All exposed bolts and nuts shall be stainless steel.
- H. The impeller shall be stainless steel, dynamically balanced, of the recessed semi-open type, non-clogging design. The impeller shall be capable of handling solids, fibrous materials, heavy sludge and other matter found in normal sewage applications. The fit between the impeller and the shaft shall be by stainless steel key and impeller held in position with lock screw and washer. Impeller shall have pump-out vanes on back shroud to keep seal area clear. Impeller and motor shall have top lift-out of case so that the assembly can be removed without disturbing any piping.
- I. Thermal sensors shall be used to monitor stator temperatures. The stator shall be equipped with heat sensors mounted on the stator winding. These shall be used in conjunction with and supplemental to the external motor over protection and wired to the control panel.
- J. The pump shaft shall be stainless steel.
- K. The seals shall require neither maintenance nor adjustment, but shall be readily inspected and replaced. Pump shall be equipped with seal leak detection probe in lower seal.
- L. Each pump's name plate data shall be clearly embossed on a corrosion resistant metallic plate fixed to the exterior of the pump motor.

- M. An upper radial bearing and a lower thrust bearing shall be required. Bearings shall be heavy-duty single row ball bearings lubricated by dielectric oil.
- N. The pump shall be easily removed from its chamber to ground level for inspection or service without requiring dewatering of the chamber. This shall be accomplished by utilizing a sliding guide bracket attached to the pump, two stainless steel guide bars adequately braced, a lift chain, and a specially formed discharge flange that will automatically and firmly connect and disconnect with the discharge pipe without bolts, nuts, fasteners, or extreme force.
- O. Power and control cables shall be furnished in lengths to run un-spliced from the pump to the cable junction box located on the electrical equipment backboard as shown on the Contract Drawings and as specified herein.
- P. Pump
 - 1. The motor shall be dielectric oil filled NEMA Design B, with Class H insulation (180°C or 365°F) ambient and suitable for continuous submersible service. It shall be squirrel cage induction, shell type design and housed in a watertight chamber.
 - 2. Each pump motor shall be supplied with sufficient power cable to extend from the motor in operating position to the cable junction box, with additional specified coil length.
 - 3. The motor shall be in conformance with the latest recommendations of IEEE and NEMA, including noise requirements.
 - 4. Motors shall be capable of sustaining 15 starts per hour at a minimum ambient temperature of 40°C.

Q. Pump Controls

- 1. The Contractor shall furnish all labor, equipment and materials to install pump control panel as shown on the Drawings in a locking NEMA 4X stainless steel enclosure, for operation on 460 volt, 3 phase, 4 wire, 60 Hertz service.

For each pump motor, there shall be included: starters, fused disconnect switch, overload protection, short circuit protection, and manual overload reset; an automatic electrical alternator providing alternating operation of pumps under normal conditions or, in case of high level, allowing two pumps to operate simultaneously.

- 2. If a motor is disabled (e.g. overload, overtemp, or in off position) it shall shut down and lock out. If the faulted motor is lead, an induced alternation shall occur. If the faulted motor is lag, the next motor shall automatically substitute. In case of power failure and subsequent power restoration, the pumps shall automatically return to the normal operation.
- 3. Units shall be precalibrated to match motor and control characteristics and factory sealed to insure trip setting is tamper-proof. Provide hand/off/automatic pump operation selector switch; pump running pilot lights on operator's control plate; running time meters mounted on operator's control plate, a minimum 200 watt

- strip heater to provide condensation protection, lightning arrestor, and high level alarm. A delayed start feature shall be incorporated into the control panel, preventing, in the event of power failure, simultaneous starting of both pumps.
4. Terminal strips shall be provided prewired to the pump motor controls for wet well level float control wiring.
 5. Provide a complete and ready-to-use pump control panel for the duplex pump system as follows, with basis of design by USEMCO, (608) 372-5911, or approved equal:
 - a. One NEMA 4X (#304 Stainless Steel) wall mount control panel, or approved equal, for operation on a 460 volt, 3 phase, 4 wire service. Controls to operate two (2) 15 HP motors on a pump down mode.
 - b. Padlockable 3-point latching handle.
 - c. Aluminum inner door.
 - d. 125 Amp main breaker.
 - e. Lightning arrestor.
 - f. Phase monitor with line fuses.
 - g. Two (2) pump circuit breakers.
 - h. Two (2) variable frequency drive starters.
 - i. Control circuit breaker.
 - j. Duplex GFI convenience receptacle.
 - k. Condensation heater and thermostat.
 - l. Serialized UL 508/698A label relating to hazardous locations with intrinsically safe circuit extensions.
 - m. Touch screen controller.
 - n. Blue Ribbon BC001 submersible transducer, 0-10 PSI.
 - o. Intrinsically safe back-up float controller.
 - p. Low level light – integral to the operator interface.
 - q. High level light – integral to the operator interface.
 - r. Wet well level and set points – integral to the operator interface.

- s. Pump delay timers – integral to the operator interface.
 - t. Two (2) Hand-Off-Auto selector switches.
 - u. Two (2) run lights.
 - v. Two (2) run time meters – integral to the operator interface.
 - w. Two (2) fail lights – integral to the operator interface.
 - x. Two (2) fail reset push buttons – integral to the operator interface.
 - y. Over temperature shutdown.
 - z. Two (2) over temperature alarm lights – integral to the operator interface.
 - aa. Two (2) over temperature reset push buttons – integral to the operator interface.
 - bb. Two (2) seal fail alarm lights – integral to the operator interface.
 - cc. Two (2) seal fail reset push buttons – integral to the operator interface.
 - dd. Unpowered dry alarm contacts.
 - ee. Terminal strip.
 - ff. Factory wired and tested.
 - gg. One year factory warranty.
6. The wet well level control system shall consist of liquid level sensors directly connected to the pump control panel.
 7. Float switches shall be hermetically sealed switches encased in polypropylene floats. These floats shall displacement-type sensors. The support wire shall be three conductor 19 SWG oval cable, heavily sheathed in PVC. The cable will be attached to the level sensor by means of a locked compression cable entry protected by a flexible protective boot, or equal system. The liquid level sensors shall contain an eccentric lead weight to facilitate operation of the system.
 8. Float switches shall be used as a backup to the primary level control. The following number of floats shall be provided: one for pump turn-off, one for lead pump turn-on, and one for lag pump turn-on. A fourth switch shall be provided for alarm control. Each sensor shall be suspended on its own electric cable, each of which shall be of the length designated on the plans, and suspended and supported as shown on the plans.

9. Provide an interposing relay which upon alarm conditions closes a set of normally open dry contacts for use with radio communications system or telemetry device.
10. A stainless steel 6-position float bracket shall be fastened to the inside of the wet well wall as shown on the plans.

2.3 END OF SHOP PAINTING

- A. Pumps are to be provided with paint coatings meeting or exceeding the Contract's painting requirements.

2.4 SPARE PARTS

- A. Each pump shall be provided with one spare set of packings, valve seats, seals, and gaskets and any other necessary spare parts as recommended by the pump manufacturer. Any special tools required for maintenance shall be supplied with each pump.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. The equipment shall be installed in accordance with the manufacturer's recommendations.

3.2 INITIAL LUBRICATION

- A. Initial lubrication required for start-up and field test operation shall be furnished and applied in accordance with the manufacturer's recommendations.

3.3 INSPECTION, START-UP, AND TESTING

- A. The representative shall instruct the Owner's personnel in the operation and maintenance of the equipment.

3.4 PUMP TEST

- A. A shop test shall be performed for each pump in accordance with the manufacturer's standard procedures.

3.5 OPERATION AND MAINTENANCE MANUALS

- A. Operation and maintenance (O & M) manuals shall be provided prior to or with the delivery of the equipment. The O & M manuals shall include instructions on storage,

installation, start-up, and operation and maintenance, together with a complete parts list and a recommended spare parts list. The O & M manuals shall be in compliance with the General Requirements.

3.6 EQUIPMENT SCHEDULE

A. SUBMERSIBLE PUMPS

Type of Pump	Submersible Non-Clog, explosion proof motors
Number Required	2
Pumped Liquid	Raw Sewage
Liquid Temperature	35°-140°F
Design Capacity, each	400 GPM
TDH	63.0 Feet
Minimum Motor Horsepower	15 HP
Maximum Motor Speed	3,500 RPM
Power Requirements	460V, 3 Phase, 60 Hz
Model	Hydromatic HPS4SCXP
Impeller Size	6.0 Inch Diameter
Discharge Size	4 Inch
Warranty	One year warranty/guarantee of pump system

END OF SECTION 432139

SECTION 6
STANDARD SPECIFICATIONS

STANDARD SPECIFICATIONS

1. The "Construction and Material Specifications" of the State of Ohio Department of Transportation (ODOT), 2023 edition, current ODOT supplemental specifications, and current ODOT standard drawings shall govern work and materials which are not specified or modified herein or on the project Contract Drawings. All references to "the Department" shall be changed to "the Owner or his Representative." The project Contract Drawings and Specifications, in the event of a discrepancy, shall supersede the ODOT Specifications.

The absence of an "As Per Plan" designation on some item descriptions in the proposal for which there are clear and controlling plan notes, specifications, or other requirements does not relieve the Contractor of the responsibility to read, bid and construct those particular items in accordance with the governing plan notes, specifications, or other requirements and the Contractor shall have no basis of claim based upon an "order of precedence".

ODOT 104.02 D., 611.04, 611.12, and 611.13 shall not apply to this project.

SECTION 7
SPECIFIC PROJECT REQUIREMENTS

SPECIFIC PROJECT REQUIREMENTS

1 - CONTACT DURING BIDDING

- 1.1 All questions during bidding should be addressed to Liam Mathews, who can be reached at Verdantas, LLC., 8150 Sterling Court, Mentor, Ohio 44060 at (330) 247-3727

2 - SUBSTANCE USE PREVENTION AND RECOVERY (SUPR) PROGRAM

- 2.1 Formerly known as the Drug-Free Safety Program, is BWC's voluntary safety program developed to address workplace use and misuse of alcohol and other drugs. During the life of this project, the Contractor and all its Subcontractors that provide labor on the Project site must be enrolled in and remain in good standing in the Ohio Bureau of Worker's Compensation ("OBWC") Substance Use Prevention and Recovery (SUPR) or a comparable program approved by the OBWC.

3 - OHIO ETHICS LAW

- 3.1 Contractor agrees that it is currently in compliance and will continue to adhere to the requirements of Ohio Ethics law as provided by Section 102.03 and 102.04 of the Ohio Revised Code.

4 - PERIODIC PAYMENTS

- 4.1 This project is expected to be funded in whole or in part by ARC, OPWC, Ohio EPA & WPCLF Programs. The Contractor shall comply with all requirements of this program. The periodic payments to the Contractor may be made in whole or in part through the OWNER and/or ARC, OPWC, Ohio EPA & WPCLF. In paragraph 14.02 C.1 of the General Conditions change "ten days" to "sixty days."
- 4.2 Ohio EPA must approve all change orders prior to a change order item being paid on a pay Estimate.

5 - GEOTECHNICAL REPORTS

- 5.1 A geotechnical report dated October 6, 2022 by Professional Service Industries, Inc. was relied upon by the Engineer in the preparation of drawings and specifications. Copies of the report are provided along with each bid set but are not considered to be part of the contract documents.

6 - INSURANCE

- 6.1 See the following Bid Set Sections for Insurance Requirements:
- A. Section 1, Instructions to Bidders, Part 10 Insurance
 - B. Section 3, General Conditions, Article 5 Bonds and Insurance (EJCDC) or Article 11 Insurance and Bonds (AIA), whichever is used in the Bid Set
 - C. Section 4, Supplemental Conditions

7 - WORKING HOURS

- 7.1 No work shall be performed between the hours of 7:30 p.m. and 7:30 a.m. nor on Saturday, Sunday, or legal Holidays, without written permission of the Owner.

8 - PROJECT COMPLETION

- 8.1 All work including restoration and clean-up shall be completed no later than the contract completion date. Failure to complete all work within the allotted time will result in assessment of liquidated damages. Upon completion of all work and written notification of same by the Contractor, the Engineer and Owner will compile a punch list. The punch list will be sent to the Contractor. All punch list work shall be completed to the satisfaction of the Engineer and the Owner within 14 days after receipt of the punch list. Failure to complete the punch list work within the allotted time will result in assessment of liquidated damages.

END OF SECTION

SECTION 8
SPECIAL REQUIREMENTS - EPA

Contract Document Provisions

- The following contract requirements and forms are to be included in the construction contract documents. Completed copies of the forms are to be submitted to Ohio EPA within one week after bids are received, or sooner, dependent on your individual project schedule. Bid packages for WPCLF projects should be submitted to DEFA in the central office while bid packages for WSRLA projects should be submitted to the appropriate DDAGW district office.

Equal Employment Opportunity (EEO) Requirements

The Contractor's EEO Certification Form must be (1) included in the contract documents and (2) referenced in the Instructions to Bidders, informing bidders that the form must be completed and submitted with their bid.

NOTE: If the loan applicant has its own EEO requirements, local procedures and forms may be substituted for the EPA form.

Debarment

The Certification Regarding Debarment, Suspension, and Other Responsibility Matters must be (1) included in the contract documents and (2) referenced in the Instructions to Bidders, informing bidders that the form must be completed and submitted with their bid.

Disadvantaged Business Enterprises (DBE) Utilization

The DBE Specification language and instructions to the bidders and Forms 6100-3, 6100-4 and 6100-2 must be (1) included in the contract documents and (2) referenced in the Instructions to Bidders, informing bidders that the forms must be completed and submitted with their bid.

NOTE: If the loan applicant has its own DBE requirements or if other funding programs with potentially competing DBE requirements are participating in the project funding, please contact Ohio EPA – DEFA for specific instructions regarding the DBE requirements.

Davis-Bacon wage rate requirements

The contract documents must include language that requires contractors and subcontractors to pay wages at rates not less than those prevailing on similar projects within the area as determined by the US Secretary of Labor. In addition, the loan recipient will be required to conduct wage interviews and monitor payroll for compliance.

American Iron and Steel

All treatment works projects funded by a WPCLF assistance agreement and all public water system projects funded by a WSRLA assistance agreement are required to comply with American Iron and Steel (AIS) requirements. The acknowledgement form must be included in the contract documents. The acknowledgement form should be signed by the contractor and submitted with the final bid package. It is recommended that the AIS guidance document and questions and answers document be included in the contract documents.

- The following contract requirements are to be included in the construction contract documents but are not required to be submitted to Ohio EPA for contract endorsement.

Violating Facilities Clause

Language prohibiting this use of equipment or services from anyone on the EPA List of Violating Facilities must be included in the contract documents.

Small Businesses in Rural Areas (SBRA)

Language encouraging the participation of small businesses in rural areas should be included in the contract documents.

Prohibition on Telecommunications and Video Surveillance

Restrictions to loan recipients and subrecipients on certain telecommunications and video surveillance services or equipment due to Public Law 115-232.

Insurance Provisions

Section 3.5 of the WPCLF/WSRLA Loan Agreement contains specific requirements regarding insurance for all contractors and all subcontractors for the life of the contract. These insurance requirements must be reflected in the contract documents. Adjust the language as needed to meet the specifics of the construction project while still meeting the provisions of the Loan Agreement.

Materials Testing

In addition to the details included with specific equipment testing in the specifications, there should be an overall statement regarding testing for the project. Adjust the language as needed to meet the specifics of the construction project.

Continuous Treatment Provisions

It is important that construction activities not result in any temporary violations of Drinking Water or NPDES permit requirements (for permitted facilities). Construction activities should interrupt wastewater service to the individual resident as little as possible. For drinking water projects, it is important that construction activities not result in any disruption of service. The example language is intended for construction work occurring at an existing drinking water plant or a WWTP and must be adjusted to meet the specifics of the construction project.

WPCLF/WSRLA Change Order Form

All change orders for the construction project must be executed on the WPCLF/WSRLA change order form. The form must be (1) included in the contract documents and (2) the instructions referenced in the Contract Documents.

- The following contract requirements are provided in Ohio Revised Code (ORC). Some loan applicants have local requirements that supersede ORC provisions for competitive bidding, and these local requirements can be applied instead of ORC, except for those requirements specified in the WPCLF/WSRLA loan agreements.

Bid Guarantee

The requirements for a bid guarantee (which can be a bond or a certified check, cashier's check, or letter of credit) are covered in ORC 153.54.

Payment and Performance Bonds

The requirements for a Payment and Performance Bond are covered in ORC 153.54 and Section 3.4 of the WPCLF/WSRLA Loan Agreements.

Payment Retention

The requirement for payment retainage is provided in ORC 153.12. Details on how the escrow account that holds the retainage are provided in ORC 153.13. Further details on how and when to pay for materials delivered and installed are provided in ORC 153.14.

Completion Time

The contract documents must state the length of the contract time per ORC 153.19. The dates for Initiation of Operation and Project Completion are specified in the WPCLF/WSRLA Loan Agreements and need to coincide with the specified contract time.

- The following are contract provisions to consider but are not required. The language provided for each are samples only and must be adjusted to reflect the specifics of the project and local needs.

Local Protest Procedure

Some statement as to when a valid protest must be filed, in what form it must be filed and who it must be filed with should be included. ORC 153.12 has some default procedures for handling disputes. If the owner wants more control than provided in ORC, a procedure needs to be spelled out in the Contract Documents.

[Basis and Method for Award](#)

The contract documents should include some language that clearly states what the Owner will consider when determining the successful bidder and to provide a clear basis for the Owner when they have a need to reject the low bidder and go with a different bidder.

[Payment Methods](#)

To minimize uncertainty and arguments that can slow down the progress of construction it is useful to provide language stating how and when the Contractor will get paid. In addition to ORC and other local requirements, the involvement of public funding Agencies such as the WPCLF, WSRLA, Ohio Public Works Commission and Community Development Block Grant impact the process and timing for payments.

Contract Documents Review (pre-advertising)

Whenever possible, all the provisions listed above must be included in the contract documents for the project prior to advertisement for bids. Ohio EPA's review for these contract provisions will occur as part of our normal detail plans and specifications review. The bidding documents are to be submitted to Ohio EPA for review regardless of whether a Permit to Install or a Plan Approval is required for the project.

After bidding has started:

In those cases when WPCLF or WSRLA funding is being requested after advertisement for bids has started, add all missing contract provisions, forms, and requirements via addendum.

After bids have been opened but before contracts have been signed:

If the bid advertisement period is over and bids have been opened, but the construction contract have not been signed yet, provide a draft contract change order which would be used to incorporate all missing contract provisions, forms, and requirements into the contract. This should be done in consultation with local legal counsel to address any potential bid protest concerns.

Construction contracts have already been signed:

If the construction contract has already been signed, a contract change order must be executed incorporating all missing contract provisions, forms, and requirements into the contract.

A [Contract Documents Review checklist](#) is provided here to help ensure that all requirements are included and to help expedite Ohio EPA's review of your documents.

Bid Package Submittals (post-advertising)

Certain documents must be submitted to Ohio EPA within one week after bids are received, or sooner dependent on your individual project schedule. Please [look here for a complete list](#) of the required submittals.

NOTE: THE CONTRACT LANGUAGE SAMPLES PROVIDED HEREIN ARE EXAMPLES OF WHAT COULD BE INCLUDED IN ALL CONTRACTS THAT USE WPCLF OR WSRLA FUNDS. OHIO EPA MAKES NO CLAIMS REGARDING THE LEGALITY OF THESE CLAUSES WITH RESPECT TO STATE OR LOCAL LAW. IT IS IMPERATIVE THAT ANY PARTY INSERTING THESE CLAUSES INTO A CONTRACT VERIFY THAT THEY ARE LEGAL AND ENFORCEABLE ACCORDING TO STATE AND LOCAL LAWS, REGULATIONS, AND ORDINANCES.

Disadvantaged Business Enterprises (DBE) Utilization

(Required Contract Provision)

USEPA has a program to encourage the participation of disadvantaged businesses in the construction activities funded by the Clean Water and Drinking Water SRF's. "DBE" is an all-inclusive term that includes Minority Business Enterprises (MBE), Women Business Enterprises (WBE), Small Business Enterprises (SBE), Small Business in Rural Areas (SBRA), HUBZone Small Business, Labor Surplus Area Firms (LSAF), and other entities defined as socially and/or economically disadvantaged. While the WPCLF and WSRLA strongly encourage participation by all disadvantaged groups, specific participation goals are negotiated with USEPA only for Minority Business Enterprises and Women's Business Enterprises.

Goals

As a condition of receiving capitalization grants from U.S. EPA for the Water Pollution Control Loan Fund (WPCLF) and the Water Supply Revolving Loan Account (WSRLA), the Ohio EPA negotiates "fair share" Disadvantaged Business Enterprises (DBE) objectives with U.S. EPA. **The current negotiated goal for construction related activities is 5.4% (the total goal is based on 3.1% of MBEs and 2.3% of WBEs participation).**

DBE Certification

Under the DBE program, qualified DBE's are those that have been certified as an MBE or WBE. Certifications can be obtained from a federal agency such as the Small Business Administration or the Department of Transportation or by an approved State agency. The Unified Certification Program (UCP) administered by the Ohio Department of Transportation (ODOT) can provide the necessary DBE certifications. Information on the UCP can be found at www.ohioucp.org as well as the ODOT website <https://www.transportation.ohio.gov/programs/business-economic-opportunity/dbe>. The Department of Development operates the Encouraging Diversity Growth and Equity Program (EDGE), the other state approved DBE certification program. Information on EDGE can be found at <https://development.ohio.gov/business/minority-business/business-certifications/encouraging-diversity-growth-and-equity-program>.

DBE Qualifications

To qualify for MBE certification, businesses must be 51 percent owned and controlled by a U.S. citizen and Ohio resident belonging to an African American, Native American, Hispanic, or Asian American ethnic group. In addition, the business must be in operation for at least one year prior to submitting an application. For DBE status, a business must be at least 51 percent owned by a socially and economically disadvantaged person who participates in the daily operations of the business. This person must be a woman or of African-American, Hispanic, Native American, Asian American ethnicity.

Program Requirements

To comply with DBE program requirements the WPCLF/WSRLA loan recipient must do the following:

1. Create and maintain a bidder's list (see description below)

2. Include contract conditions applicable to the DBE program in all procurement contracts entered into by the Borrower for all WPCLF and WSRLA projects. These conditions are listed below.
3. Follow, document, and maintain documentation of good faith efforts on the part of prime contractors to ensure that Disadvantaged Business Enterprises (DBEs) have the opportunity to participate in the project.
4. Review the Form 6100-3 and 6100-4 submittals provided by bidders on the project for completeness and obtain any additional information necessary to verify the certification status of all proposed subcontractors.
5. Obtain documentation of the good faith efforts of the prime contractor if the prime contractor does not meet the MBE or WBE goal.
6. Obtain a written confirmation from any prime contractor states that they will not meet the MBE and WBE goals because they will not be entering into any agreements for goods or services with any company, firm, joint venture, or individual.
7. Submit the following to the Ohio EPA/DEFA as part of the bid package upon which the WPCLF/WSRLA loan amount is determined:
 - Form 6100-3 from each subcontractor
 - Form 6100-4 from each prime contractor
 - a copy of the Good Faith Efforts documentation from any prime contractors that will not meet the MBE and WBE goals,
 - if any of the prime contractors will not meet the MBE and WBE goals because they will not be entering into any agreements for goods or services with any company, firm, joint venture, or individual, a copy of the written confirmation from that prime contractor
8. Report MBE/WBE accomplishments on Form 5700-52A annually (within 15 days after October 1st).

NOTE: It is up to the WPCLF/WSRLA loan recipient whether or not to require completion and submission of Forms 6100-3 and 6100-4 from all bidders with the bid proposal or to accept completion and submission from the successful bidder(s) only at some time after bids are received. Regardless of whether the forms are completed and submitted with the bids or at some later time once the successful bidders are identified, completed forms are to be submitted to Ohio EPA with the bid package.

To comply with DBE program requirements all prime contractors must do the following:

1. Follow, document, and maintain documentation of their good faith efforts.
2. Complete and submit **Form 6100-4 DBE Subcontractor Utilization Summary** as part of the bid proposal package to the loan recipient.
3. Have its Disadvantaged Business Enterprise subcontractors complete **Form 6100-3 DBE Subcontractor Proposed Performance Form** and submit those as part of the bid proposal package to the loan recipient.
4. Provide **Form 6100-2 DBE Subcontractor Actual Participation Form** to all of its Disadvantaged Business Enterprise subcontractors for completion at the end of the work.
5. During construction, provide the data necessary so that the loan recipient can report MBE/WBE accomplishments on Form 5700-52A annually (within 15 days after October 1st).

Bidders List

The Borrower must create, maintain, and use a bidders list for purposes of soliciting both MBE/WBEs and non-MBE/WBEs during procurement of construction, equipment, supplies, and services. This list shall include:

1. Entity's name with point of contact;
2. Entity's mailing address, telephone number, and e-mail address;
3. The procurement on which the entity bid or quoted, and when; and
4. Entity's status as an MBE/WBE or non-MBE/WBE.

Borrowers that receive less than \$250,000 or less in any one fiscal year can be exempt from maintaining a Bidders List.

The Bidders List shall be maintained until the project period has expired and the Borrower is no longer receiving EPA funding. The Bidders List must include all firms that bid on the prime contracts, or bid or gave a quote on subcontracts, including both MBE/WBEs and non-MBE/WBEs.

Required Contract Conditions

The DBE Specification language and instructions to the bidders and Forms 6100-2, 6100-3 and 6100-4 must be included in the contract documents and referenced in the Instructions to Bidders, informing bidders that the forms must be completed and submitted with their bid for all WPCLF and WSRLA projects:

1. The prime contractor must pay its subcontractor for satisfactory performance no more than 30 days from the prime contractor's receipt of payment from the owner.
2. The prime contractor must notify the owner in writing prior to the termination of any Disadvantage Business Enterprise subcontractor for convenience by the prime contractor.
3. If a Disadvantage Business Enterprise contractor fails to complete work under the subcontract for any reason, the prime contractor must employ the six Good Faith Efforts (listed below) if soliciting a replacement contractor.
4. The prime contractor must employ the six Good Faith Efforts even if the prime contractor has achieved its fair share objectives.
5. An owner must ensure that each procurement contract it awards contains the following terms and conditions:

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

Good Faith Efforts

Borrowers and their prime contractors must follow, document, and maintain documentation of their good faith efforts as listed below to ensure that Disadvantaged Business Enterprises (DBEs) have the opportunity to participate in the project by increasing DBE awareness of procurement efforts and outreach.

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

DBE Forms

Form 6100-3 – Each prime contractor must have its DBE subcontractors complete **Form 6100-3 DBE Subcontractor Proposed Performance Form**. This form gives the DBE subcontractor the opportunity to report the scope and cost of the subcontract and it should be forwarded to the Prime Contractor along with the DBE's quote. Each subcontractor completes one Form 6100-3. The Borrower must submit all Form 6100-3 forms to the Ohio EPA/DEFA as part of the bid package upon which the WPCLF/WSRLA loan amount is determined.

Form 6100-4 – Each prime contractor must complete and submit **Form 6100-4 DBE Subcontractor Utilization Summary** as part of the prime contractor's bid proposal package to the Borrower. This form summarizes the Prime Contractor's intended use of identified DBE(s) and the estimated dollar amount of each subcontract. Only one Form 6100-4 form is required from each Prime Contractor. The Borrower must submit this form to the Ohio EPA/DEFA as part of the bid package upon which the WPCLF/WSRLA loan amount is determined.

Form 6100-2 - The prime contractor must 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 Prime Contractor, how much the DBE was paid and any other concerns the DBE might have. Disadvantaged Business Enterprise subcontractors must send completed Form 6100-2 directly to the Region 5 DBE Coordinator after the work by the subcontractor is done and is NOT submitted with the bid package to Ohio EPA.

Region 5 MBE/WBE Coordinator
USEPA, Acquisition and Assistance Branch
77 West Jackson Boulevard (MC-10J)
Chicago, IL 60604

Reporting During Construction – Form 5700-52A

The purpose of MBE/WBE reporting is to monitor the grant recipient's accomplishments in utilizing MBEs and WBEs; and adherence to the good faith efforts (i.e., outreach to MBEs, WBEs, and other DBEs); and progress in achieving MBE and WBE Goals. During the progress of the construction project, the loan recipient must complete & submit Form 5700-52A annually (**within 15 days after October 1st**). 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.

Reports are to be sent to:

Florel Fraser, Ohio EPA – DEFA
P.O. Box 1049
Columbus, OH 43216-1049
E-mail address: Florel.Fraser@epa.ohio.gov
Phone: (614) 644-3636

**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 DBE¹ subcontractor² 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:	

Contract Item Number	Description of Work Received from the Prime Contractor Involving Construction, Services , Equipment or Supplies	Amount Received by Prime Contractor

¹ 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.

² 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.

**Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Participation Form**

Please use the space below to report any concerns regarding the above EPA-funded project:

Subcontractor Signature	Print Name
Title	Date

ALERT

“Total Procurement” fields and “MBE/WBE Combined Procurement” fields located in section 4B of this form should include Federal funds provided under the assistance agreement, recipient matching funds, and funds from other sources that are included in the assistance agreement.

Due to process time of Paperwork Reduction Act procedures, EPA is not able to update the [EPA Form 5700-52A](#) immediately to reflect this clarification.

If EPA grant recipients have questions about [EPA Form 5700-52A](#), please work with your respective Grants Specialist or [DBE Coordinator](#).



U.S. ENVIRONMENTAL PROTECTION AGENCY MBE/WBE UTILIZATION UNDER FEDERAL GRANTS AND COOPERATIVE AGREEMENTS

This collection of information is approved by OMB under the Paperwork Reduction Act, 44 U.S.C. 3501 et seq. (OMB Control No. 2030-0020). Responses to this collection of information are required to obtain an assistance agreement (40 CFR Part 30, 40 CFR Part 31, and 40 CFR Part 33 for awards made prior to December 26, 2014, and 2 CFR 200, 2 CFR 1500, and 40 CFR Part 33 for awards made after December 26, 2014). 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. The public reporting and recordkeeping burden for this collection of information is estimated to be 1 hour per response. 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 to the Regulatory Support Division Director, U.S. Environmental Protection Agency (2821T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed form to this address.

1A. REPORTING PERIOD October 1, — September 30,				1B. REPORT TYPE ☐ Annual ☐ Final Report (Project completed)	
1C: Revision of a Prior Year Report? ☐ No ☐ Yes If yes, what reporting period is being revised and briefly describe the changes made. Note: The revised report will replace the associated original report in its entirety.					
2A. RECIPIENT UNIQUE ENTITY IDENTIFIER					
2B. RECIPIENT REPORTING CONTACT Name: Email: Phone:					
3. FEDERAL AWARD IDENTIFICATION NUMBER (FAIN) (For SRF state recipients, please include all numbers for all open assistance agreements being reported on this form.)					
4A. If NO procurements were made this reporting period (by the recipient, sub-recipient(s), loan recipient(s), and prime contractor(s)), CHECK and SKIP to Block No. 6. (Procurements are all expenditures through contract, order, purchase, lease or barter of supplies, equipment, construction, or services needed to complete Federal assistance programs.) ☐					
4B. Total Procurements & MBE/WBE Accomplishments This Reporting Period (in dollars)					
	Construction	Non-Construction	Total		
Total Procurement:	\$ _____	\$ _____	\$ _____		
MBE/WBE Combined Procurement:	\$ _____	\$ _____	\$ _____		
5A. Good Faith Efforts: If procurements were made, indicate whether your organization has followed the six Good Faith efforts found in 40 CFR Part 33, Subpart C, 40 CFR 33.501 and 2 CFR 200.321. ☐ Yes, my organization has implemented and documented each of the six Good Faith Efforts on the procurements made during this reporting period. ☐ No, my organization has not implemented and documented each of the six Good Faith Efforts on the procurements made during this reporting period.			5B. If procurements were made, but no MBE/WBE procurements are being reported, then check the applicable box(es) for the reason(s) why no MBE/WBE procurements were made. ☐ No MBE/WBE(s) applied ☐ No MBE/WBE(s) were qualified ☐ Other:		
6. NAME OF RECIPIENT'S AUTHORIZED REPRESENTATIVE			TITLE		
7. SIGNATURE OF RECIPIENT'S AUTHORIZED REPRESENTATIVE			DATE		

Instructions:

A. General Instructions:

MBE/WBE utilization is based on 40 CFR Part 33 and 2 CFR Parts 200 and 1500. The reporting requirement reflects the change in the reporting threshold described in Recipient/ Applicant Information Notice-2018-G04 issued by EPA's Office of Grants and Debarment on September 7, 2018 (<https://www.epa.gov/grants/rain-2018-g04>). EPA Form 5700-52A must be completed annually by recipients of financial assistance agreements where the combined total of funds budgeted for procuring supplies, equipment, construction and services exceeds the current Simplified Acquisition Threshold as set by the Federal Acquisition Regulation at 48 CFR Subpart 2.1. This reporting requirement applies to all new and existing awards and voids all previous reporting requirements.

In determining whether the threshold is exceeded for a particular assistance agreement, the analysis must focus on funds budgeted for procurement under the supplies, equipment, construction, services or "other" categories, and include funds budgeted for procurement under sub- awards or loans.

Reporting will also be required in cases where the details of the budgets of sub-awards/loans are not clear at the time of the grant awards and the combined total of the procurement and sub-awards and/or loans exceeds the Simplified Acquisition Threshold.

For example, if the Simplified Acquisition Threshold is \$250,000, then if a recipient has \$300,000 budgeted under procurement, then completion of this report is required.

When reporting is required, all procurement actions are reportable, not just the portion which exceeds the Simplified Acquisition Threshold.

If at the time of award the budgeted funds exceed the Simplified Acquisition Threshold but actual expenditures fall below, a report is still required.

If at the time of award, the combined total of funds budgeted for procurements in any category is less than or equal to the Simplified Acquisition Threshold and is

maintained below the threshold, no DBE report is required to be submitted.

Recipients are required to report 30 days after the end of each federal fiscal year (i.e. October 30th), per the terms and conditions of the financial assistance agreement.

Final reports are due October 30th or 120 days after the end of the project period, whichever comes first.

MBE/WBE program requirements, including reporting, are material terms and conditions of the financial assistance agreement. Failure to comply may lead to termination of the financial assistance agreement which is then reported to the OMB-designated integrity and performance system accessible through SAM (currently FAPIIS) pursuant to 2 CFR 200.339(b).

B. Submission:

Recipients must submit completed forms to the point of contact associated with the awarding office for the applicable assistance agreement.

Information on specific points of contact for EPA's Headquarters and ten Regional Offices is located at:

<https://www.epa.gov/grants/frequently-asked-questions-disadvantaged-business-enterprises>

Questions regarding the completion of this form should be directed to the DBE Coordinator associated with the awarding office for the applicable assistance agreement. A list of the DBE Coordinators for each awarding office can be located here:

<https://www.epa.gov/grants/epa-dbe-program-coordinators>

c. Instructions:

1A. Specify Federal fiscal year this report covers. The Federal fiscal year runs from October 1st through September 30th (**e.g. November 29, 2020 falls within Federal fiscal year 2021**)

1B. Specify report type. Check the annual reporting box if this is an annual report. If it is a final report, check the final report box to indicate if the project is completed.

1C. Indicate if this is a revision to a previous year and provide a brief description of the revision you are making including what reporting period is being revised. The revised report will replace the associated original report in its entirety.

2A. Provide your organization's Unique Entity Identifier. More information about Unique Entity Identifier, including its meaning, can be found in 2 CFR Part 25.

2B. Identify the name and contact information for the person located within the recipient organization that can be contacted if questions arise from this report.

3. Provide the Federal Award Identification Number (FAIN) assigned by EPA. A separate report must be submitted for each Assistance Agreement.

***For SRF recipients:** In box 3 list numbers for ALL OPEN Assistance Agreements being reported on this form.

4A. Self-explanatory. **Note:** Procurement means expenditures under the supplies, equipment, construction, services or "other" categories, and include funds expended for procurement under sub-awards or loans.

4B. Provide the total dollar amount (in dollars) of **ALL** procurements awarded this reporting period by construction, non-construction, and grand total by the recipient, sub-recipients, and SRF loan recipients, **including** MBE/WBE expenditures, not just the portion which exceeds the threshold. 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).

Provide the total dollar amount (in dollars) of MBE/WBE procurements **ONLY** awarded this reporting period by construction, non-construction, and grand total by the recipient, sub-recipients, SRF loan recipients, and prime contractors not just the portion which exceeds the threshold.

***For SRF recipients only:** In 4B, please enter the total annual procurement amount 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)**

5A. Self-explanatory.

5B. If procurements were made during this reporting period, but no procurements with MBE(s) or WBE(s) are being reported, then select the reason why. If "Other" is chosen, please fill in with the reason.

6. Self-explanatory.

7. Self-explanatory.

****This data is requested to comply with provisions mandated by: statute or regulations (40 CFR Part 33 and/or 2 CFR Parts 200 and 1500); 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.**

Material Suppliers

In October 2009, OEPA/DEFA made a clarification to their DBE Policy. If a Contractor subcontracts work and cannot meet the Goals with MBE/WBE Subcontractors, the Goals may be met by supplying equipment from MBE/WBE Suppliers.

Also, Contractors that do not subcontract work do not have to comply with the MBE/WBE requirements although all Contractors are strongly encouraged to break the work into subcontracts whenever feasible.

Violating Facilities Clause

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.

Requirement For Utilization Of Small Businesses In Rural Areas (SBRA)

This procurement is subject to the EPA policy of encouraging the participation of small businesses in rural areas. It is EPA policy that recipients of EPA financial assistance awards utilize the services of small businesses in rural areas (SBRAs), to the maximum extent practicable. The objective is to assure that such small business entities are afforded the maximum practicable opportunity to participate as subcontractors, suppliers and otherwise in EPA-awarded financial assistance programs. This policy applies to all contracts and subcontracts for supplies, construction, and services under EPA grants or cooperative agreements. Small purchases are also subject to this policy.

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

Local Protest Procedure

Protests

A protest based upon an alleged violation of the procurement requirement may be filed against the OWNER's procurement action by a party with an adversely affected direct financial interest. The protest shall be filed with the Mayor. The OWNER shall determine the protest. The OWNER may request additional information or a hearing in order to resolve the protest.

A protest shall be filed as early as possible during the procurement process, but must be received by the OWNER no later than one week after the basis of the protest is known or should have been known, whichever is earlier. If the protest is mailed, the protester bears the risk of nondelivery within the required time period.

A protest must clearly present the procurement requirement being protested, the facts which support the protest, and any other information necessary to support the protest.

Continuous Treatment Provisions

It is important that construction activities not result in any temporary violations of NPDES permit requirements (for permitted facilities) and construction activities should interrupt wastewater service to the individual resident as little as possible. For drinking water projects, it is important that construction activities not result in any disruption of service. Any disruption of service must be immediately reported to the Ohio EPA, Drinking Water Section of the appropriate district office.

Continuous Treatment (wastewater projects)

Federal regulations prohibit by-passing of any sewage during construction operations. The Contractor will be responsible for providing any required temporary pumping facilities piping, etc., necessary to complete the project without any plant by-passing and continuous treatment must be provided at the same level during construction as existed prior to construction.

Unless otherwise previously or subsequently specified, the Contractor shall procure and pay for all permits, licenses, and approvals necessary for the execution of his Contract.

The Contractor shall comply with all laws, ordinances, rules, orders, and regulations relating to the performance of the work required to complete their Contract.

Continuous Treatment (drinking water projects)

The Contractor will be responsible for obtaining approval from Ohio EPA for use of temporary pumping facilities, piping and other items in order to complete the project without any plant by-passing. Continuous treatment must be provided at the same level during construction as existed prior to construction.

Unless otherwise previously or subsequently specified, the Contractor shall procure and pay for all permits, licenses, and approvals necessary for the execution of his Contract.

The Contractor shall comply with all laws, ordinances, rules, orders, and regulations relating to the performance of the work required to complete their Contract.

WPCLF/WSRLA Payments

This project is funded in whole or in part by funds from the Water Pollution Control Loan Fund (WPCLF) or the Water Supply Revolving Loan Account (WSRLA) as administered by the Ohio EPA-DEFA and the Ohio Water Development Authority (OWDA). The Contractor shall comply with all requirements of these programs. The Owner shall be responsible for the progress payments to the Contractor if the Owner becomes ineligible for further payments due to circumstances which are of no fault of the Contractor. The monthly payments to vendors may be made through the Owner, the OWDA, or both as deemed by the Owner.

The time frame for payment of pay estimates by the Owner and/or Special Funding Agency(s) may be up to 60 calendar days from date of receipt of pay estimate from Engineer to Owner. Ohio EPA/DEFA must approve all change orders before the change order may be submitted for payment on a pay estimate.

CONTRACT CHANGE ORDER

CHANGE ORDER INSTRUCTIONS:

All Change Orders for this work, regardless of costs and whether Water Pollution Control Loan Fund (WPCLF) or Water Supply Revolving Loan Account (WSRLA) funding will be used to finance the changes, must be submitted to Ohio EPA for review.

Changes Requiring Prior Approval

Any change which substantially modifies the Project Facilities as specified in the Ohio EPA approved Facilities Plan and Final Permit to Install or Final Plan Approval (when applicable) or alters the direct or indirect impact of the Project Facilities upon the environment must be incorporated into a Change Order. One copy of the Change Order prior to execution is to be submitted to Ohio EPA for review and prior approval of the acceptability of the change. "Prior to execution" means before the Change Order is signed by the Owner.

Ohio EPA will review the Change Order and inform the Owner of the technical, environmental and operational acceptability of the change, and give the Owner permission to proceed with the proposed work.

All Other Changes

Change Orders not requiring prior approval as described above must be submitted to Ohio EPA within one (1) month of the time at which they are approved by the Owner. All change orders must be submitted electronically to dedicated change order email addresses for WPCLF and WSRLA projects.

Change Order Approval Process

After the Change Order is executed, one (1) copy of the Change Order, including the supporting documentation, is to be sent electronically to Ohio EPA for final review.

The dedicated e-mail address for the electronic submittal of WPCLF Change Orders is EPAWPCLFCO@epa.ohio.gov.

The dedicated e-mail address for the electronic submittal of WSRLA Change Orders is EPAWSRLACO@epa.ohio.gov.

After the Change Order is accepted and eligible costs determined, Ohio EPA will issue a letter informing the Owner and authorizing OWDA to disburse funds from Project Contingency for the work. The OEPA letter will be sent electronically along with a PDF of the WPCLF/WSRLA Change Order form which will be signed by all parties including Ohio EPA and OWDA.

Payments for Change Order Work

The Owner is precluded from submitting to the OWDA payment requests for Eligible Project Costs associated with the Change Orders until such time as the Ohio EPA's approval of the Change Orders has been obtained.



November 3, 2022

BABA Does Not Apply for this Project

MEMORANDUM

SUBJECT: Build America, Buy America Act Implementation Procedures for EPA Office of Water Federal Financial Assistance Programs

FROM: Radhika Fox
Assistant Administrator 

TO: EPA Regional Water Division Directors, Regions I – X
EPA Office of Water Office Directors

OVERVIEW

The Biden-Harris Administration recognized the Nation's critical need for infrastructure investment, championing the Bipartisan Infrastructure Law (BIL), which Congress passed on November 15, 2021 (also known as the Infrastructure Investment and Jobs Act (IIJA)). The BIL will provide an unprecedented level of federal investment in water and wastewater infrastructure in communities across America.

In Title IX of the IIJA, Congress passed the Build America, Buy America (BABA) Act, which establishes strong and permanent domestic sourcing requirements across all Federal financial assistance programs for infrastructure. The U.S. Environmental Protection Agency (EPA) Office of Water is honored to help lead the implementation of these provisions and is proud of its near decade of successful implementation of the American Iron and Steel (AIS) provisions for its flagship water infrastructure programs.

This is a transformational opportunity to build a resilient supply chain and manufacturing base for critical products here in the United States that will spur investment in good-paying American manufacturing jobs and businesses. EPA's efforts to implement BABA will help cultivate the domestic manufacturing base for a wide range of products commonly used across the water sector but not currently made domestically. This will take time, and flexibility will be important to ensure that EPA can leverage critical water investments on time and on budget to protect public health and improve water quality.

IMPLEMENTATION

Recognizing the opportunity and need for BABA implementation guidance, the Made in America Office (MIAO) of the Office of Management and Budget (OMB) published [Initial Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure](#) (OMB Guidance M-22-11) on April 18, 2022. The guidance provides government-wide implementation direction for all Federal financial assistance programs for infrastructure. Despite the extensive guidance developed by MIAO, EPA's Office of Water infrastructure investment programs have received many questions that were not addressed in OMB Guidance M-22-11 or that require further clarification for EPA water infrastructure programs. The following questions and answers serve to supplement OMB Guidance M-22-11 with implementation procedures specific to EPA's relevant water infrastructure programs.

Section 70914(a) of the IIJA states when a Buy America preference under BABA applies: "Not later than... [May 14, 2022], the head of each Federal agency shall ensure that none of the funds made available for a Federal financial assistance program for infrastructure...may be obligated for a project unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States." Therefore, Federal financial infrastructure investments obligated on or after May 14, 2022, must comply with the BABA requirements. Absent a waiver, all iron, steel, manufactured products, and construction materials permanently incorporated into an infrastructure project subject to the BABA requirements must be produced in the United States. For many of EPA's Office of Water infrastructure investment programs, the vast majority of products permanently incorporated into construction, maintenance, or repair projects must comply with the BABA requirements, with the exception of select construction materials (cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives), which are specifically excepted by the BABA statute.

EPA's Office of Water implements many infrastructure investment programs subject to BABA requirements, including the following:

- Alaska Native Villages and Rural Communities Water Grant Program (ANV) (and any associated Interagency Agreements with the Indian Health Service)
- Clean Water and Drinking Water State Revolving Fund Programs (CW and DWSRF)
- Clean Water and Drinking Water Grants to U.S. Territories and the District of Columbia
- Clean Water Indian and Drinking Water Tribal Infrastructure Grant Set-aside (and any associated Interagency Agreements with the Indian Health Service)
- Coastal Wetlands Planning, Protection and Restoration Act, (CWPPRA) Programs
- Congressionally Directed Spending/Community Project Funding (also known as Community Grants)
- Geographic Programs¹
- Gulf Hypoxia Program
- National Estuaries Program (CWA Section 320)

¹ Geographic Programs include: Great Lakes Restoration Initiative, Chesapeake Bay, San Francisco Bay, Puget Sound, Long Island Sound, Gulf of Mexico, South Florida, Lake Champlain, Lake Pontchartrain, Southern New England Estuaries, Columbia River Basin, Pacific Northwest

- 319 Nonpoint Source Management Program Implementation
- Reducing Lead in Drinking Water Grant Program (SDWA §1459B)
- Assistance for Small and Disadvantaged Communities Grants: Small, Underserved, and Disadvantaged Community Grant Program (SUDC), Emerging Contaminants in Small or Disadvantaged Communities (EC-SDC) and Drinking Water Infrastructure Resilience & Sustainability (SDWA §1459A)
- Sewer Overflow and Stormwater Reuse Municipal Grants (OSG)
- USMCA Implementing Legislation (Section 821 and Title IX, USMCA Supplemental Appropriations, 2020)
- U.S.-Mexico Border Water Infrastructure Program
- Voluntary School and Child Care Program Lead Testing and Remediation Grant Program (SDWA 1464(d))
- Water Infrastructure Finance and Innovation Act (WIFIA)

The questions and answers in this document apply to the implementation of BABA requirements for the Office of Water infrastructure programs listed above unless superseded by regulation, statute, or other applicable guidance. For many of the programs listed above which did not have domestic preference requirements prior to BABA, additional implementation details are pending or may be developed after the issuance of these procedures. In addition, EPA notes that more direction will be helpful to inform the determination and definition of domestic content in manufactured goods. Supplemental guidance on these and other issues, from either OMB or EPA, may be forthcoming. These implementation procedures may also apply to additional, unlisted EPA programs which may be required to apply BABA subsequent to publication of this memorandum (e.g., future funding programs which have been authorized, but not yet appropriated).

For more information on the BABA requirements, visit the EPA Office of Water’s dedicated website – <https://www.epa.gov/cwsrf/build-america-buy-america-baba> – or contact your funding authority (such as your grants officer, portfolio manager, or state contact). For information on approved waivers, visit <https://www.epa.gov/cwsrf/build-america-buy-america-baba-approved-waivers>. You may also email questions to BABA-OW@epa.gov.

This Implementation Procedures document is organized to provide responses to questions in the following topic areas:

- Section 1: General 4
- Section 2: Product Coverage 5
- Section 3: Co-funding 9
- Section 4: Waivers 10
- Section 5: Documenting Compliance 12
- Section 6: Programs with American Iron and Steel Requirements 16
- Section 7: Program-Specific Issues 17
- Appendix 1: Example Build America, Buy America (BABA) Act Construction Contract Language 22
- Appendix 2: Example Build America, Buy America (BABA) Act Assistance Agreement Language 23

QUESTIONS AND ANSWERS

SECTION 1: GENERAL

- Q1.1: Will EPA provide documentation for BABA for bid solicitations and suggested contract language? Will EPA provide suggested language for Assistance Agreements?
 - A1.1: See Appendix 1, which includes suggested language for construction contracts which addresses the BABA requirements. In addition to the language suggested in Appendix 1, EPA also recommends that assistance recipients prepare contract bid solicitation documents with a statement for the consulting engineers and construction firms as follows: “By signing payment application and recommending payment, Contractor certifies they have reviewed documentation for all products and materials submitted for payment, and the certifications are sufficient to demonstrate compliance with Build America, Buy America Act requirements.” In most cases, the assistance recipient’s representatives assume the responsibility for their clients to conduct due diligence on compliance with applicable domestic preference requirements.

All Federal Financial infrastructure assistance agreements subject to BABA must have a clause requiring compliance with the requirements. See Appendix 2 for example assistance agreement language.
- Q1.2: Would federally-financed infrastructure projects outside of the United States need to comply with the BABA requirements?
 - A1.2: No. According to the OMB Guidance (M-22-11), a “project” is defined as “...any activity related to the construction, alteration, maintenance, or repair of infrastructure in the United States.” Therefore, the BABA requirements are not implicated for infrastructure projects occurring outside of the United States, such as projects funded through the United States-Mexico-Canada Agreement with infrastructure activities occurring in Mexico or Canada (that is, outside the United States).
 -
- Q1.3: If most of the project is BABA compliant, and a small portion is not, can an assistance recipient self-fund (i.e., paying with non-federal dollars) the non-compliant products?
 - A1.3: Any project that is funded in whole or in part with federal assistance must comply with the BABA requirements, unless the requirements are otherwise waived. All iron, steel, manufactured products, and construction materials used in a project must meet the BABA requirements unless waived. Absent a waiver, there is no “small portion” or product that does not need to satisfy the BABA requirements unless the requirements are waived (or specifically excluded as is the case for cement and cementitious materials; aggregates such as stone, sand, or gravel; aggregate binding agents or additives; or non-permanent products). An assistance recipient may request a waiver or inquire as to whether a broad waiver, such as a *de minimis* waiver, might apply.

- Q1.4: How do international trade agreements affect the implementation of the BABA requirements?
 - A1.4: The BABA requirements apply in a manner consistent with United States obligations under international trade agreements. Typically, these obligations only apply to direct procurement by the entities that are signatories to these trade agreements. In general, assistance recipients are not signatories to such agreements, so these trade agreements have no impact on BABA implementation. In the few instances where such an agreement applies to a municipality, that municipality is responsible for determining its applicability and requirements and communicating with the funding authority (such as EPA and/or a state) on the actions taken to comply with BABA.

SECTION 2: PRODUCT COVERAGE

- Q2.1: For products made of iron and steel, what is the difference between predominantly and primarily iron and steel?
 - A2.1: EPA considers the terms “predominantly” and “primarily” to be interchangeable, such that a product is considered predominantly (or primarily) iron and steel if it contains greater than 50 percent iron and steel by material cost.
- Q2.2: What is the definition of construction materials (with examples)?
 - A2.2: From OMB Guidance M-22-11: “construction materials” include an article, material, or supply (other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; aggregate binding agents or additives; or non-permanent products) that is or consists primarily of:
 - non-ferrous metals,
 - plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables), (including optic glass),
 - lumber, and
 - drywall.

For example, a plate of glass would be a construction material under BABA, but a framed window that incorporates the glass into a frame would be a manufactured product. Another common construction material for water infrastructure projects would be polyvinyl chloride (PVC) pipe and fittings. However, if PVC components are incorporated into a more complex product such as instrumentation and control equipment or a water treatment unit, those items would be manufactured products.

- Q2.3: What are manufactured products (with examples)?
 - A2.3: From OMB Guidance M-22-11: “...all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of

the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation...”

The manufactured products category would cover the majority of potential water infrastructure products, including complex products made up of a variety of material types and components. For water infrastructure projects, common manufactured products would include, but not be limited to, pumps, motors, blowers, aerators, generators, instrumentation and control systems, gauges, meters, measurement equipment, treatment equipment, dewatering equipment, actuators, and many other mechanical and electrical items.

- Q2.4: Which category will valves fall under for BABA? Will it differ from the American Iron and Steel (AIS) requirements?
 - A2.4: For programs that are subject to BABA and AIS (SRF, WIFIA, and Community Project Funding), projects using valves should classify them as iron and steel products under BABA as long as their material cost is made up of more than 50 percent iron and/or steel. Valves with 50 percent or less iron and/or steel by material cost would be considered manufactured products under the BABA requirements.

In accordance with OMB Guidance M-22-11, an article, material, or supply should be classified into only one of the three categories: iron and steel, manufactured products, or construction materials. Under the AIS requirements, all valves made primarily of iron and steel (that is, those with iron and/or steel material cost greater than 50 percent) must comply with the AIS requirements. For BABA, EPA interprets Section IV of OMB Guidance M-22-11 to mean that iron and steel products are those items that are primarily iron and steel, the same as for the AIS requirements.

- Q2.5: Does EPA have a list of products to be classified as “Iron and Steel” under BABA?
 - A2.5: Although this list is not comprehensive, the following products were classified as AIS products if made primarily (more than 50 percent) of iron and/or steel by materials cost (for programs subject to both AIS and BABA, this list would be equivalent for “iron and steel” items or products under either requirement):

Products likely made “primarily” of iron and steel to be classified as <u>Iron and Steel</u> under BABA		
Lined and Unlined Pipe	Lined and Unlined Fittings	Tanks
Flanges	Pipe Clamps and Restraints	Structural Steel
Valves	Hydrants	Pre-Cast, Iron/Steel Reinforced Concrete (of all types, regardless of iron/steel content percentage)
Manhole Covers and other Municipal Castings	Access Hatches	Ballast Screens
Iron or Steel Benches	Bollards	Cast Bases
Cast Iron Hinged Hatches	Cast Iron Riser Rings	Catch Basin Inlets

Cleanout/Monument Boxes	Construction Covers and Frames	Curb and Corner Guards

Products likely made “primarily” of iron and steel to be classified as <u>Iron and Steel</u> under BABA		
Curb Boxes	Curb Openings	Curb Stops
Detectable Warning Plates	Downspout Shoes	Drainage Grates
Drainage Grate Frames and Curb Inlets	Inlets	Junction Boxes
Lampposts	Manhole Rings and Frames	Manhole Risers
Meter Boxes	Service Boxes	Steel Hinged Hatches
Steel Riser Rings	Trash Receptacles	Tree Grates
Tree Guards	Trench Grates	Valve Boxes
Valve Box Covers and Risers	Access Ramps	Aeration Pipes and Fittings (separate from aeration/blowers)
Angles	Backflow Preventers/Double Check Valves	Baffle Curtains
Iron or Steel Bar	Bathroom Stalls	Beam Clamps
Cable Hanging Systems	Clarifier Tanks	Coiled Steel
Column Piping	Concrete Reinforcing Bar, Wire, and Fibers	Condensate Sediment Traps
Corrugated Pipe	Couplings	Decking
Digester Covers	Dome Structures	Door Hardware
Doors	Ductwork	Expansion Joints
Expansion Tanks (diaphragm, surge, and hydropneumatics)	Fasteners	Fencing and Fence Tubing
Fire Escapes	Flanged Pipe	Flap Gates
Framing	Gate Valves	Generic Hanging Brackets
Grating	Ground Testing Boxes	Ground Test Wells
Guardrails	HVAC Registers, Diffusers, and Grilles	Joists
Knife Gates	Ladders	Lifting Hooks, J-bar, Connectors within, and Anchors for Concrete
Lockers	Man Baskets and Material Platforms	Manhole Steps
Mud Valves	Municipal Casting Junctions	Non-mechanical (aka stationary) Louvers and Dampers
Overhead Rolling Doors/ Uplifting Doors (manual open, no motor)	Pipe Connectors	Pipe Hangers
Pipe Pilings (any type of steel piling)	Pipe Spool (pipe, flanges, connectors, etc.)	Pipe Supports
Pitless Adaptors	Pre-fab Steel Buildings/Sheds (simple structure, unfurnished)	Pre-stressed Concrete Cylinder Pipe (PCCP)
Railings	Reduced Pressure Zone (RPZ) Valves	Roofing
Service Saddles	Sheet Piling	Sinks (not part of eyewash systems)
Solenoid Valves	Stairs	Static Mixers
Stationary Screens	Surface Drains	Tapping Sleeves
Telescoping Valves	Tipping Buckets	Trusses
Tubing	Valve Stem Extensions	Valve Stems (excluding handwheels and actuators)

Wall Panels	Wall Sleeves/Floor Sleeves	Welding Rods
Well Casing	Well Screens	Wire
Wire Cloth	Wire Rod	Wire Rope and Cables

Q2.6: Does EPA have a list of products that could be made “primarily” of iron and steel but would be classified as “manufactured products” under BABA?

A2.6: Although this list is not comprehensive, the following products would be considered “manufactured products” under the BABA requirements, even if the item might be composed primarily of iron and steel by materials cost (Note: These items are not subject to the AIS requirements.):

Products likely made “primarily” of iron and steel to be classified as <u>Manufactured Products</u> under BABA		
Actuator Superstructures/ Support Structures	Aeration Nozzles and Injectors	Aerators
Analytical Instrumentation	Analyzers (e.g., ozone, oxygen)	Automated Water Fill Stations
Blowers/Aeration Equipment	Boilers, Boiler Systems	Chemical Feed Systems (e.g., polymer, coagulant, treatment chemicals)
Chemical Injection Quills	Chemical Injectors	Clarifier Mechanisms/Arms
Compressors	Controls and Switches	Conveyors
Cranes	Desiccant Air Dryer Tanks	Dewatering Equipment
Dewatering Roll-offs	Disinfection Systems	Drives (e.g., variable frequency drives)
Electric/Pneumatic/Manual Accessories Used to Operate Valves (such as electric valve actuators)	Electrical Cabinetry and Housings (such as electrical boxes/enclosures)	Electrical Conduit
Electrical Junction Boxes	Electronic Door Locks	Elevator Systems (hydraulic, etc.,)
Emergency Life Systems (including eyewash stations, emergency safety showers, fire extinguishers, fire suppression systems including sprinklers /piping/valves, first aid, etc.)	Exhaust Fans	Fall Protection Anchor Points
Fiberglass Tank w/Appurtenances	Filters (and appurtenances, including underdrains, backwash systems)	Flocculators
Fluidized Bed Incinerators	Galvanized Anodes/Cathodic Protection	Gear Reducers
Generators	Geothermal Systems	Grinders
Heat Exchangers	HVAC (excluding ductwork)	HVAC Dampers (if appurtenances to aerators/blowers)
HVAC Louvers (mechanical)	Intake and Exhaust Grates (if appurtenances to aerators/blowers)	Instrumentation
Laboratory Equipment	Ladder Fall Prevention Systems	Ladder Safety Posts
Lighting Fixtures	Lightning and Grounding Rods	Mechanical or Actuated Louvers/Dampers
Membrane Bioreactor Systems	Membrane Filtration Systems	Metal Office Furniture (fixed)

Meters (including flow, wholesale, water, and service connection)	Motorized Doors (unit)	Motorized Mixers
Motorized Screens (such as traveling screens)	Motors	Pelton Wheels
Pipeline Flash Reactors (similar to injectors)	Plate Settlers	Precast Concrete without Iron/Steel Reinforcement

Products likely made “primarily” of iron and steel to be classified as <u>Manufactured Products</u> under BABA		
Furnished Pre-fab Buildings (such as furnished with pumps, mechanics inside)	Presses (including belt presses)	Pressure Gauges
Pump Cans/Barrels and Strainers	Pumps	Mechanical Rakes
Safety Climb Cable	Sampling Stations (unless also act as hydrant)	Scrubbers
Sensors	Sequencing Batch Reactors (SBR)	Steel Shelving (fixed)
Slide and Sluice Gates	Spray Header Units	Steel Cabinets (fixed interior/furniture)
Supervisory Control and Data Acquisition (SCADA) Systems	Tracer Wire	Valve Manual Gears, Actuators, Handles
Voltage Transformer	Water Electrostatic Precipitators (WESP)	Water Heaters
Weir Gates		

- Q2.7: Is asphalt paving a covered product under BABA?
 - A2.7: No. EPA interprets Section 70917(c) of the IIJA to exclude asphalt from BABA requirements. Asphalt paving is a type of concrete composed of an aggregate material mixed with a binder (bitumen). EPA considers asphalt concrete to be excluded by section 70917(c) due to its similarities with cement and cementitious materials.

SECTION 3: CO-FUNDING

- Q3.1: If projects are co-funded with funding mechanisms that don’t require BABA, must the entire project comply with BABA?
 - A3.1: Yes. Any project that is funded in whole or in part with federal assistance must comply with the BABA requirements, unless the requirements are otherwise waived. A “project” consists of all construction necessary to complete the building or work regardless of the number of contracts or assistance agreements involved so long as all the contracts and assistance agreements awarded are closely related in purpose, time, and place. This precludes the intentional splitting of projects into separate and smaller contracts or assistance agreements to avoid BABA’s applicability on some portions of a larger project, particularly where the activities are integrally and proximately related to the whole. However, there are many situations in which major construction activities are clearly undertaken in separate phases that are distinct in purpose, time, or place, in which case, separate contracts or assistance agreements would carry separate requirements.

- Q3.2: How will project requirements be determined for co-funded projects subject to potentially different general applicability/programmatic waiver conditions (such as different adjustment period waivers)?
 - A3.2: OMB Guidance M-22-11 addresses cases with project co-funding from separate programs. EPA would apply the guidance’s “cognizant” program determination to projects that are co-funded with different general applicability/programmatic waivers. For instance, if a project were co-funded between WIFIA and SRF and the majority of the Federal funding for the project is from WIFIA, then WIFIA would be the “cognizant” program for application and determination of waivers. In that case, any conditions from an applicable WIFIA waiver would apply.

SECTION 4: WAIVERS

- Q4.1: Who may apply for a waiver and how do you apply?
 - A4.1: Assistance recipients and their authorized representatives may apply for a project-specific waiver. EPA does not accept waiver requests from suppliers, distributors, or manufacturers unless the assistance recipient endorses and submits the request on its own behalf to the funding authority. In the case where multiple programs are providing federal funds to the project, the assistance recipient should submit the waiver request to the cognizant program, the one providing the greatest amount of federal funds for the project. For information on applying for cost waivers, see questions 4.4 and 4.5. For information on the SRF program roles and responsibilities, see question 7.6.

Project-specific waiver requests should generally include: (1) a brief summary of the project, (2) a description and explanation of the need for the waiver for the product(s) in question, (3) a brief summary of the due diligence conducted in search of domestic alternatives (which could include correspondence between assistance recipient and supplier/distributors), (4) the quantity and materials of the product(s) in question, (5) all engineering specifications and project design considerations relevant to the product(s) in question, (6) the approximate unit cost of items (both foreign and domestic) in addition to an estimated cost of the materials and overall project, (7) the date any products will be needed on site in order to avoid significant project schedule disruptions, and (8) any other pertinent information relevant to EPA’s consideration of the waiver (e.g., if relevant for SRF projects: whether the project is designated as an equivalency project, the date the plans and specifications were submitted to the state, the date of construction initiation, expected date of project completion, any special considerations such as local zoning and building ordinances, seismic requirements, or noise or odor control requirements).

In the case of indirect federal assistance, such as the SRF programs, the state authority reviews and conveys the waiver request to EPA. States should submit waiver requests to the appropriate program waiver request inbox. For SRF projects, please use CWSRFWaiver@epa.gov or DWSRFWaiver@epa.gov.

- Q4.2: Can an assistance recipient request a waiver based on a specification written for a specific brand or model of product (that is, a specification that names a branded item or model)?
 - A4.2: In most cases, performance-based specifications are expected and required for the majority of infrastructure projects funded by EPA's financial assistance programs. In rare cases where "branded" or product-specific sourcing may be included in project specifications, it is suggested that the specifications include the item in question (that is, not simply a catalog page, but also materials of construction, sizing, quantities, and applicable engineering performance design characteristics for the project, etc.) in addition to the standard phrase "or equal." For the purposes of product alternative market research, EPA will evaluate the BABA requirements based on performance-based engineering specifications for the product(s) in question. If the project's specifications do not include performance-based specifications, or at least an "or equal" designation, EPA will base its research on an "or equal" designation using best professional judgment to the extent practicable.
- Q4.3: If a manufactured product is not readily available domestically, will EPA provide short-term "limited availability" product waivers?
 - A4.3: EPA will address the unavailability of domestic products through the waiver process, including potential national short-term waivers for specific products, if appropriate. To the extent practicable and with the intent to maximize domestic market and supply chain development, EPA intends to address issues of broad product unavailability with targeted, time-limited, and conditional waivers, as prescribed in OMB Guidance M-22-11. EPA will follow its robust and thorough product research processes (those put into place for the AIS requirements for the SRF and WIFIA programs and expanded for the new BABA requirements) to identify and determine those products for which proposed national/general applicability waivers may be appropriate.
- Q4.4: What information is needed when applying for a cost waiver under BABA?
 - A4.4: As part of the cost waiver request, the assistance recipient must demonstrate that implementation of the BABA requirements will increase the overall project cost more than 25 percent. Depending on the circumstances of the overall project cost increases, documentation to justify the cost waiver can vary but may include itemized cost estimates or bid tabulations comparing project costs with and without BABA implementation. Assistance recipients should begin assessing the potential cost impacts of the BABA requirements during the design phase of a project.
- Q4.5: Can administrative costs associated with tracking and verification of certifications be considered when determining if the cost of a project increases by 25 percent or more?
 - A4.5: Yes. Section 70914(b)(3) of the IIJA states that a waiver may be provided if the overall

cost of the project increases by more than 25 percent due to the “inclusion of iron, steel, manufactured products, or construction materials produced in the United States.” EPA interprets this to mean that the “inclusion” of the BABA-covered products could encompass reasonable administrative costs associated with complying with the BABA requirements, such as staff, contractor, and technological resources to collect and track BABA compliance documentation.

- Q4.6: How can assistance recipients and construction contractors address product delivery delays?
 - A4.6: Assistance recipients should reasonably plan for material procurement to account for known potential supply chain issues or extended lead times and shall notify the funding authority well in advance of the issues so that prompt attention can be given to explore options. Where extended lead times for compliant products are impacting project schedules and may significantly impact construction progress, timely communication with the funding agency is important. For products that are unavailable within a reasonable timeframe to meet the objectives and schedule of a project, EPA may consider a non-availability waiver with adequate justification. An assistance recipient would need to apply for the waiver and contact its funding authority (such as EPA and/or a state) to initiate the waiver process.

SECTION 5: DOCUMENTING COMPLIANCE

- Q5.1: Who will be responsible for BABA enforcement?
 - A5.1: Responsibility for BABA implementation applies at all levels, from manufacturers to suppliers and distributors, construction contractors, assistance recipients, and funding authorities.

The manufacturers have responsibility to provide adequate and accurate documentation of the products manufactured. If suppliers and distributors are involved, they are responsible for passing along compliance documentation for products supplied to projects that are subject to the BABA requirements.

The assistance recipient and their representatives are primarily responsible for ensuring the documentation collected for products used on the project is sufficient to document compliance with the BABA requirements.

The funding authority is responsible for providing oversight and guidance as needed to ensure the proper implementation of the requirements. The Uniform Grants Guidance (UGG) (Title 2 of the Code of Federal Regulations (CFR) Part 200) applies to many Federal financial assistance agreements that will include BABA requirements. The general provisions of 2 CFR Part 200 determine the responsible party for the grant funding authority.

For information on SRF program roles and responsibilities, see question 7.6. At all levels, where fraud, waste, abuse, or any violation of the law is suspected, the Office of Inspector General (OIG) should be contacted immediately. The OIG can be reached at 1-888- 546-8740

or OIG_Hotline@epa.gov. More information can be found at this website:
<http://www.epa.gov/oig/hotline.htm>.

- Q5.2: When will the BABA requirements be assessed for compliance? Do assistance recipients need to have waivers for potential non-domestic products before assistance agreements are in place, at the time products are procured or products are incorporated into the project (i.e., used)?
 - A5.2: Compliance is assessed where the domestic product is used (or installed) at the project site. Proper compliance documentation, whether it is a BABA certification letter or a waiver, should accompany a product prior to its “use”, in accordance with Section 70914(a) of IIJA. This may occur prior to assistance agreements being in place but is not necessary. Additionally, communication of BABA requirements through appropriate Terms and Conditions in financial assistance agreements and in project solicitation and contract documents is key in ensuring all parties involved are informed of the requirements for the project before construction is underway.
- Q5.3: How can product compliance with the BABA requirements be demonstrated?
 - A5.3: Assistance recipients and their representatives should ensure that the products delivered to the construction site are accompanied by proper documentation that demonstrate compliance with the law and be made available to the funding authority upon request. The documentation may be received and maintained in hard copy, electronically, or could be embedded in construction management software. The use of a signed certification letter for the project is the most direct and effective form of compliance documentation for ensuring products used on site are BABA-compliant prior to their installation; however, other forms of documentation are also acceptable as long as collectively, the following can be demonstrated:
 - (1) Documentation linked to the project. For example, this can be in the form of the project name, project location, contract number, or project number.
 - (2) Documentation linked to the product used on the project. For example, description of product(s) (simple explanation sufficient to identify the product(s)), or an attached (or electronic link to) purchase order, invoice, or bill of lading.
 - (3) Documentation includes statement attesting that the products supplied to the assistance recipient are compliant with BABA requirement. Reference to the Infrastructure Investment and Jobs Act (“IIJA”) or the Bipartisan Infrastructure Law (BIL) are also acceptable. For iron and steel items under BABA, references to the American Iron and Steel (AIS) requirements are also acceptable and reciprocal with BABA for such items.
 - (4) Documentation that manufacturing occurred in the United States, which could include, for example, the location(s) of manufacturing for each manufacturing step that is being certified. It is acceptable for manufactured products to note a single point of manufacturing, documenting that the final point of manufacturing is in the United States. Note that each BABA category may require different determinations for

compliance.

- (5) Signature of company representative (on company letterhead and signature can be electronic). The signatory of the certifying statement affirms their knowledge of the manufacturing processes for the referenced product(s) and attests that the product meets the BABA requirements.

In addition to compliance documentation, assistance recipients or their representatives should also conduct a visual inspection of the product when it arrives to the project site, especially for iron and steel products which are often stamped with the country of origin. (Note: A country of origin stamp alone is not sufficient verification of compliance with BABA and assistance receipts should not rely on it to ensure compliance.)

EPA may develop alternative procedures for demonstrating compliance. Additional project- or program-specific instructions may be developed on a case-by-case basis in order to meet individual circumstances.

- Q5.4: Will EPA provide a form or template for tracking and documenting compliance?
- A5.4: EPA does not require a specified format for tracking or documenting compliance. Assistance recipients are free to develop any system (from simple to complex software) for tracking items used on the project and the accompanying compliance documentation, e.g., certification letters, applicable waivers, if it helps with implementation and compliance. Elements that may help with keeping track of compliance may include: product description, quantity required/used, product category (i.e., iron and steel, manufactured product, or construction material), status of obtaining certification letter, product cost, and whether the item might qualify as *de minimis*, or qualify under another applicable waiver.
- Q5.5: If a manufacturer claims to comply with the Buy American Act, does it also comply with BABA?
 - A5.5: No. With the exception of the AIS requirements – which EPA interprets to be equivalent to the “iron and steel” requirements under BABA – EPA does not have an interpretation about the comparability of other domestic preference requirements relative to BABA. Any products that are to be certified as compliant with BABA should include a specific reference to the BABA requirements and appropriate attestation from a responsible manufacturing company official. See Question 5.3 for EPA’s recommendations for BABA certification letters.
- Q5.6: How will assistance recipients manage certification letters for hundreds, possibly thousands of products?

A5.6: EPA recognizes that the new BABA requirements will cover most products used in typical water and wastewater infrastructure projects, and that the number of items which may require certification at large and/or complex projects may reach several hundred. EPA is concerned about the potential administrative burden that this would place on assistance recipients. EPA recommends that projects with a high number of potentially covered

products meet with their funding authority about potential compliance strategies to minimize burden and streamline compliance activity. Assistance recipients should prepare contract bid solicitation documents with a statement for the consulting engineers and construction firms as follows: “By signing payment application and recommending payment, Contractor certifies they have reviewed documentation for all products and materials submitted for payment, and the documentation is sufficient to demonstrate compliance with Build America, Buy America Act requirements.” In most cases, the assistance recipient’s representatives may assume the responsibility for their clients to conduct due diligence on compliance with applicable domestic preference requirements.

- Q5.7: Who is responsible for documenting the 55 percent content requirement for manufactured products under BABA? What if the final manufacturer cannot trace or verify domestic origin for all components?
 - A5.7: The manufacturer who signs a certification letter is responsible for documenting compliance with any of the three categories of products (iron and steel, manufactured products, or construction materials). For manufactured products, BABA requires that greater than 55 percent of the total cost of all components of the manufactured product be from domestic sources. EPA recommends that the certification letter for manufactured products document whether the item passes the content test in the final product along with a statement attesting to compliance with the BABA requirements for manufactured products.
- Q5.8: How do final product fabricators document compliance when the final step of manufacturing may be simply assembling components?
 - A5.8: It is acceptable, in many cases, especially for highly complex manufactured products that utilize many sub-components, for the final point of assembly to certify without using a “step certification” process. Multiple certifications (i.e., step certifications) or a singular certification can be used for a product, as long as the certifying official is willing to attest to the product’s compliance with BABA requirements at all stages of manufacturing.
- Q5.9: Will Material Test Reports be acceptable in lieu of a BABA certification for iron and steel?
 - A5.9: Material Test Reports (MTRs, commonly referred to as “Mill Certifications” or “Mill Certs”) provide the chemical composition of steel and iron from a mill or foundry. If an MTR accompanies the delivery of steel or iron to a project site with an invoice or bill of lading, EPA will consider it sufficient to demonstrate compliance (equivalent to a certification letter) as long as the MTR includes a manufacturer representative’s signature in addition to the location (city and state) of the mill/foundry. It is common for MTRs to be the first letter in a “step certification” if the product is further fabricated or painted, etc., by another manufacturer.
- Q5.10: Can a manufacturer use a fillable certification letter for products?

- A5.10: EPA recommends that certifications be signed by representatives of the manufacturing entity. EPA does not oppose manufacturers using forms to internally develop letters within their company, thereby providing signed, non-manipulable certification letters to suppliers, distributors, and/or assistance recipients. A fillable form that can be changed by someone outside of the manufacturer after signature does not demonstrate compliance and may create compliance concerns for the manufacturer or assistance recipient.
- Q5.11: Are product certifications from suppliers and distributors allowed?
 - A5.11: EPA recommends that representatives of product manufacturers certify compliance and discourages suppliers and distributors from creating certification letters. EPA does not rule out the possibility that a third-party certification process, such as a certification by a distributor, may be viable. However, EPA is currently not aware of a system or proposed system that meets the EPA's recommendations for documentation of product certification.
- Q5.12: How long should assistance recipients keep compliance documentation?
 - A5.12: Assistance recipients should apply recordkeeping requirements for the project according to the procedures dictated by the funding authority. For most EPA grant programs, this is prescribed in the UGG at 2 CFR 200.334-200.338; e.g., the SRF programs require a minimum of three years. Other funding programs may require longer documentation retention periods.

SECTION 6: PROGRAMS WITH AMERICAN IRON AND STEEL REQUIREMENTS

- Q6.1: Does BABA supersede the American Iron and Steel (AIS) Requirements?
 - A6.1: The BABA requirements for items considered "iron and steel" are equivalent to those for covered iron and steel products under the AIS requirements in the Clean Water Act and the Safe Drinking Water Act. These requirements apply to the CWSRF, DWSRF, WIFIA, and Water infrastructure Community Grants. BABA includes a "Savings Provision" (Section 70917(b)) that states that BABA does not affect existing domestic content procurement preferences for infrastructure projects funded by Federal financial assistance programs that meet the requirements of section 70914. EPA views the AIS requirements as meeting the "iron and steel" product requirements of BABA Section 70914, as they both include the key requirement that items made of iron and steel be wholly manufactured in the United States from the point of melting and/or pouring the iron or steel components through final manufacturing step. Because of the "Savings Provision" of Section 70917, the AIS requirements satisfy the "iron and steel" requirements of BABA. For the programs that have AIS requirements, EPA intends to implement BABA requirements the same way for iron and steel items as it has done for AIS products.

- Q6.2: For iron and steel products, does a manufacturer need to demonstrate compliance from initial melting through the finished product?
 - A6.2: For iron and steel products, the BABA requirements are the same as the existing AIS requirements, in that all of the iron and steel in a covered product (that is, the product is comprised of more than 50 percent iron and steel by material cost) must be melted and poured in the United States and all subsequent manufacturing processes (such as grinding, rolling, bending, reheating, and casting) must occur in the United States.

Q6.3: Will EPA apply the same manufacturing standards for BABA iron and steel products as for the American Iron and Steel (AIS) requirements?

- A6.3: Yes. For AIS, EPA did not require raw materials used in the production of steel or iron to be domestically sourced. For BABA, EPA interprets the requirements to be the same. Hence, like AIS, raw materials in the production of iron and steel subject to BABA requirements would not need to be domestically sourced. The key step for both AIS and BABA domestic iron and/or steel production is the melting/pouring (that is, the location of the furnace), which must be in the United States.
- Q6.4: Will the certification process be similar to the process established for the American Iron and Steel requirements?
 - A6.4: EPA expects the certification process for the BABA requirements to be very similar to that established for the AIS requirements. For iron and steel products, the process should remain the same for AIS and BABA. EPA recommends for manufactured products and for construction materials that certification letters include direct reference to the product/material content requirements under BABA, in addition to an affirmative statement verifying that the product meets the BABA requirements.
- Q6.5: Will duplicate certification letters be required for AIS and BABA for iron/steel products?
 - A6.5: No. Compliance with BABA requirements will be sufficient to demonstrate compliance with AIS requirements for iron and steel products. If a project is subject to BABA, the only demonstration of compliance necessary is with the BABA requirements, of which the iron and steel requirements are equivalent to those of the AIS statutory requirements: the iron or steel in a product made primarily or predominantly of iron and steel (comprising more than 50 percent iron and steel by material cost) must be melted and/or poured in the United States and all subsequent manufacturing processes must occur in the United States.

SECTION 7: PROGRAM-SPECIFIC ISSUES

- Q7.1.: How do the BABA requirements apply to Community Grants?
 - A7.1: The Community Project Funding/Congressionally Directed Spending grants for the construction of drinking water, wastewater, and stormwater infrastructure and for water

quality protection are subject to the requirements specified in the explanatory statement accompanying the Consolidated Appropriations Act (Explanatory Statement for Division G of P.L. 117-13, the Consolidated Appropriations Act of 2022). The explanatory statement asserts: “Applicable Federal requirements that would apply to a Clean Water State Revolving Fund or Drinking Water State Revolving Fund project grant recipient shall apply to a grantee receiving a CPF grant under this section.” Therefore, the federally funded Community Project Funding/Congressionally Directed Spending grants are subject to the same requirements that apply to CWSRF or DWSRF projects, including BABA and AIS requirements. See also A1.2.

- Q7.2: Should SRF projects covered by the BABA SRF Projects Design Planning Adjustment Period Waiver follow the same procedures for demonstrating compliance as outlined for American Iron and Steel requirements?
 - A7.2: Yes. The SRF Design Planning Adjustment Period waiver does not waive the iron and steel requirements under BABA. The SRF programs have existing domestic preference requirements for SRF projects under CWA Section 608 and SDWA Section 1452(a)(4) (AIS requirements) to use iron and steel products that are produced in the United States. Sections 70917(a) and (b) of BIL explain the application of BABA to existing domestic preference requirements. Specifically, the savings provision in Section 70917(b) states that existing domestic preference requirements that meet BABA requirements are not affected by BABA. The statutory AIS requirements were existing at the time BABA became law and satisfy the BABA iron and steel requirements. Therefore, the statutory AIS requirements that have previously applied to SRF-funded projects will continue to do so, and compliance with AIS requirements will satisfy the BABA iron and steel requirements. Demonstration of compliance for iron and steel products will follow the AIS implementation policies for projects subject to the waiver.
- Q7.3: For SRF programs, is BABA considered a federal cross-cutting authority? (i.e., do “equivalency” rules apply?)
 - A7.3: Yes, BABA is considered a federal cross-cutting requirement that applies to SRF assistance equivalent to the federal capitalization grant (i.e., “equivalency” projects). EPA’s SRF regulations at 40 CFR 35.3145 and 35.3575 require states and recipients of SRF funds equivalent to the amount of the federal capitalization grant to comply with federal cross-cutting requirements. Section 70914 of the IIJA, which states when a Buy America preference applies, explains that “none of the funds made available for a Federal financial assistance program for infrastructure...may be obligated for a project unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States.” Therefore, BABA only applies to projects funded in an amount equivalent to the federal capitalization grant and not to those projects receiving funds in excess of the capitalization grant (i.e., “non-equivalency” projects). (Note: The AIS requirements continue to apply for all SRF projects, including non-equivalency projects, and all WIFIA and Community Grant projects, because equivalency does not apply.)

- Q7.4: Do the BABA requirements apply to Drinking Water State Revolving Fund set-asides?
 - A7.4: Due to requirements related to the deposit of funds in the DWSRF program, almost all of the funds used to conduct set-aside activities are Federal dollars. Therefore, Federal cross-cutting requirements must be applied to all set-aside activities. However, in the case of most set-aside activities, the cross-cutting requirements will not be implicated because of the nature of the activities conducted under the set-asides. Because the BABA requirements only apply to infrastructure, and infrastructure typically is not an eligible set-aside expenditure (with one potential exception being loans for incentive-based source water protection measures under the Local Assistance and Other State Programs Set-Aside), the BABA requirements will not apply to most set-aside activities.
- Q7.5: What if an SRF project is refinanced using Federal financial assistance on or after May 14, 2022?
 - A7.5: If an SRF project began construction, financed from another funding source, prior to May 14, 2022, but is refinanced through an assistance agreement executed on or after that date, BABA requirements will apply to all construction that occurs on or after May 14, 2022, through completion of construction, unless a waiver applies. There is no retroactive application of the BABA requirements where a refinancing occurs for an SRF project that has completed construction prior to May 14, 2022. (Note: If SRF funding is used for the refinancing, the AIS requirements may still apply depending on the timing of construction.)
- Q7.6: What are the roles and responsibilities for SRF programs for BABA implementation?
 - A7.6: Implementation of the BABA requirements for the State Revolving Fund programs will continue the roles and responsibilities from the successful AIS implementation process.

As with AIS, it is both the assistance recipient's and the state's responsibility to ensure compliance with the BABA requirements. The state is the recipient of a federal capitalization grant and must comply with all grant conditions, including a condition requiring adherence to BABA requirements.

Consequently, states are strongly advised to conduct site visits of projects during construction and review documentation demonstrating the assistance recipient's proof of compliance. In EPA's experience, most states conduct periodic site visits and arrange timely meetings with funded projects. Observed best practices typically include a meeting early in the process (sometimes before bid and usually prior to commencing construction) and at least one project site visit during the construction process. Assistance recipients must maintain documentation of compliance with the BABA requirements, as explained in question 5.3. The documents must be kept by the assistance recipient and should be reviewed by the state during project reviews.

The state's role in the waiver process is to review any waiver requests submitted to the state to ensure that all necessary information has been provided by the assistance recipient prior to forwarding the request to EPA. If a state finds the request lacking, the state should work with

the assistance recipient to help obtain complete information. Question 4.1 explains the information needed by EPA to expediently review a waiver request.

In order to implement the BABA requirements, EPA has developed an approach for effective and efficient implementation of the waiver process to allow projects to proceed in a timely manner. The framework described below will allow states, on behalf of the assistance recipients, to apply for waivers of the BABA requirements directly to EPA Headquarters. Only waiver requests received and/or endorsed from states will be considered. Pursuant to BABA, EPA has the responsibility to make findings as to the issuance of waivers to the BABA requirements.

Step-by-step SRF Waiver Process

The waiver process begins with the assistance recipient. To fulfill the BABA requirements, the assistance recipient must in good faith design the project (where applicable) and solicit bids for construction with American-made iron and steel, manufactured goods, and construction materials. It is essential that the assistance recipient include the BABA terms in any request for proposals or solicitations for bids, and in all contracts (see Appendix 2 for sample construction contract language). The assistance recipient may receive a waiver at any point before, during, or after the bid process, if one or more of three statutory conditions is demonstrated to EPA and approved.

To apply for a project-specific waiver, the assistance recipient should email the request in the form of a Word document (.doc) or editable PDF (.pdf) to the funding program. It is strongly recommended that each state identify a person or persons for BABA communications. The state designee(s) will review the application for the waiver and determine whether the necessary information has been included (Note: More information may be provided in the future regarding what information is required to be included in waiver requests). Once the waiver application is complete, the designee (State) will forward the application to the EPA for review.

Evaluation by EPA

After receiving an application for waiver of the BABA requirements and ensuring sufficient information was provided, EPA will publish the request on its website for 15 days and receive public comment. EPA will then determine whether the application properly and adequately documents and justifies the statutory basis cited for the waiver.

In the event that EPA finds that adequate documentation and justification has been submitted, the Administrator may grant a waiver to the assistance recipient. EPA will notify the state designee whether a waiver request has been approved or not approved as soon as such a decision has been made. Granting such a waiver is a four-step process:

1. Research – After receiving an application for a waiver, EPA will perform market research to determine whether the iron, steel, manufactured goods, or construction materials are available domestically.
2. Posting – After research, if no domestic product has been identified, EPA is required to

publish the application and all material submitted with the application on EPA's website for 15 days. During that period, the public will have the opportunity to review the request and provide informal comment to EPA. The website can be found at:
<https://www.epa.gov/cwsrf/build-america-buy-america-baba-waivers-open-public-comment>.

3. Evaluation – After receiving an application for waiver of the BABA requirements, EPA will determine whether the application properly and adequately documents and justifies the statutory basis cited for the waiver to determine whether or not to grant the waiver.

4. Signature of waiver approval by the Administrator or another agency official with delegated authority – As soon as the waiver is signed and dated, EPA will notify the State SRF program and post the signed waiver on the Agency's website. The assistance recipient should keep a copy of the signed waiver in its project files.

(Note: Additional steps may be required in the future regarding the waiver process depending on additional guidance from OBM) APPENDIX 1



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
WASHINGTON, D.C. 20460

MAR 20 2014

OFFICE OF WATER

MEMORANDUM

SUBJECT: Implementation of American Iron and Steel provisions of P.L. 113-76, Consolidated Appropriations Act, 2014

FROM: f (Andrew D. Sawyers, Director C.
1) Office of Wastewater Management (4201M)

Peter C. Grevatt, Director
Office of Ground Water and Drinking Water (4601M)

TO: Water Management Division Directors
Regions I - X

P.L. 113-76, Consolidated Appropriations Act, 2014 (Act), includes an "American Iron and Steel (AIS)" requirement in section 436 that requires Clean Water State Revolving Loan Fund (CWSRF) and Drinking Water State Revolving Loan Fund (DWSRF) assistance recipients to use iron and steel products that are produced in the United States for projects for the construction, alteration, maintenance, or repair of a public water system or treatment works if the project is funded through an assistance agreement executed beginning January 17, 2014 (enactment of the Act), through the end of Federal Fiscal Year 2014.

Section 436 also sets forth certain circumstances under which EPA may waive the AIS requirement. Furthermore, the Act specifically exempts projects where engineering plans and specifications were approved by a State agency prior to January 17, 2014.

The approach described below explains how EPA will implement the AIS requirement. The first section is in the form of questions and answers that address the types of projects that must comply with the AIS requirement, the types of products covered by the AIS requirement, and compliance. The second section is a step-by-step process for requesting waivers and the circumstances under which waivers may be granted.

Implementation

The Act states:

Sec. 436. (a)(1) None of the funds made available by a State water pollution control revolving fund as authorized by title VI of the Federal Water Pollution Control Act (33 U.S.C. 1381 et seq.) or made available by a drinking water treatment revolving loan fund as authorized by section 1452 of the Safe Drinking Water Act (42 U.S.C. 300j-12) shall be used for a project for the construction, alteration, maintenance, or repair of a public water system or treatment works unless all of the iron and steel products used in the project are produced in the United States.

(2) In this section, the term “iron and steel products” means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials.

(b) Subsection (a) shall not apply in any case or category of cases in which the Administrator of the Environmental Protection Agency (in this section referred to as the “Administrator”) finds that—

(1) applying subsection (a) would be inconsistent with the public interest;

(2) iron and steel products are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or

(3) inclusion of iron and steel products produced in the United States will increase the cost of the overall project by more than 25 percent.

(c) If the Administrator receives a request for a waiver under this section, the Administrator shall make available to the public on an informal basis a copy of the request and information available to the Administrator concerning the request, and shall allow for informal public input on the request for at least 15 days prior to making a finding based on the request. The Administrator shall make the request and accompanying information available by electronic means, including on the official public Internet Web site of the Environmental Protection Agency.

(d) This section shall be applied in a manner consistent with United States obligations under international agreements.

(e) The Administrator may retain up to 0.25 percent of the funds appropriated in this Act for the Clean and Drinking Water State Revolving Funds for carrying out

the provisions described in subsection (a)(1) for management and oversight of the requirements of this section.

(f) This section does not apply with respect to a project if a State agency approves the engineering plans and specifications for the project, in that agency's capacity to approve such plans and specifications prior to a project requesting bids, prior to the date of the enactment of this Act.

The following questions and answers provide guidance for implementing and complying with the AIS requirements:

Project Coverage

1) What classes of projects are covered by the AIS requirement?

All treatment works projects funded by a CWSRF assistance agreement, and all public water system projects funded by a DWSRF assistance agreement, from the date of enactment through the end of Federal Fiscal Year 2014, are covered. The AIS requirements apply to the entirety of the project, no matter when construction begins or ends. Additionally, the AIS requirements apply to all parts of the project, no matter the source of funding.

2) Does the AIS requirement apply to nonpoint source projects or national estuary projects?

No. Congress did not include an AIS requirement for nonpoint source and national estuary projects unless the project can also be classified as a 'treatment works' as defined by section 212 of the Clean Water Act.

3) Are any projects for the construction, alteration, maintenance, or repair of a public water system or treatment works excluded from the AIS requirement?

Any project, whether a treatment works project or a public water system project, for which engineering plans and specifications were approved by the responsible state agency prior to January 17, 2014, is excluded from the AIS requirements.

4) What if the project does not have approved engineering plans and specifications but has signed an assistance agreement with a CWSRF or DWSRF program prior to January 17, 2014?

The AIS requirements do not apply to any project for which an assistance agreement was signed prior to January 17, 2014.

5) What if the project does not have approved engineering plans and specifications, but bids were advertised prior to January 17, 2014 and an assistance agreement was signed after January 17, 2014?

If the project does not require approved engineering plans and specifications, the bid advertisement date will count in lieu of the approval date for purposes of the exemption in section 436(f).

6) What if the assistance agreement that was signed prior to January 17, 2014, only funded a part of the overall project, where the remainder of the project will be funded later with another SRF loan?

If the original assistance agreement funded any construction of the project, the date of the original assistance agreement counts for purposes of the exemption. If the original assistance agreement was only for planning and design, the date of that assistance agreement will count for purposes of the exemption only if there is a written commitment or expectation on the part of the assistance recipient to fund the remainder of the project with SRF funds.

7) What if the assistance agreement that was signed prior to January 17, 2014, funded the first phase of a multi-phase project, where the remaining phases will be funded by SRF assistance in the future?

In such a case, the phases of the project will be considered a single project if all construction necessary to complete the building or work, regardless of the number of contracts or assistance agreements involved, are closely related in purpose, time and place. However, there are many situations in which major construction activities are clearly undertaken in phases that are distinct in purpose, time, or place. In the case of distinct phases, projects with engineering plans and specifications approval or assistance agreements signed prior to January 17, 2014 would be excluded from AIS requirements while those approved/signed on January 17, 2014, or later would be covered by the AIS requirements.

8) What if a project has split funding from a non-SRF source?

Many States intend to fund projects with “split” funding, from the SRF program and from State or other programs. Based on the Act language in section 436, which requires that American iron and steel products be used in any project for the construction, alteration, maintenance, or repair of a public water system or treatment works receiving SRF funding between and including January 17, 2014 and September 30, 2014, any project that is funded in whole or in part with such funds must comply with the AIS requirement. A “project” consists of all construction necessary to complete the building or work regardless of the number of contracts or assistance agreements involved so long as all contracts and assistance agreements awarded are closely related in purpose, time and place. This precludes the intentional splitting of SRF projects into separate and smaller contracts or assistance agreements to avoid AIS coverage on some portion of a larger project, particularly where the activities are integrally and proximately related to the whole. However, there are many situations in which major construction activities are clearly undertaken in separate phases that are distinct in purpose, time, or place, in which

case, separate contracts or assistance agreement for SRF and State or other funding would carry separate requirements.

9) What about refinancing?

If a project began construction, financed from a non-SRF source, prior to January 17, 2014, but is refinanced through an SRF assistance agreement executed on or after January 17, 2014 and prior to October 1, 2014, AIS requirements will apply to all construction that occurs on or after January 17, 2014, through completion of construction, unless, as is likely, engineering plans and specifications were approved by a responsible state agency prior to January 17, 2014. There is no retroactive application of the AIS requirements where a refinancing occurs for a project that has completed construction prior to January 17, 2014.

10) Do the AIS requirements apply to any other EPA programs, besides the SRF program, such as the Tribal Set-aside grants or grants to the Territories and DC?

No, the AIS requirement only applies to funds made available by a State water pollution control revolving fund as authorized by title VI of the Federal Water Pollution Control Act (33 U.S.C. 1381 et seq.) or made available by a drinking water treatment revolving loan fund as authorized by section 1452 of the Safe Drinking Water Act (42 U.S.C. 300j-12)

Covered Iron and Steel Products

11) What is an iron or steel product?

For purposes of the CWSRF and DWSRF projects that must comply with the AIS requirement, an iron or steel product is one of the following made primarily of iron or steel that is permanently incorporated into the public water system or treatment works:

- Lined or unlined pipes or fittings;
- Manhole Covers;
- Municipal Castings (defined in more detail below);
- Hydrants;
- Tanks;
- Flanges;
- Pipe clamps and restraints;
- Valves;
- Structural steel (defined in more detail below);
- Reinforced precast concrete; and
- Construction materials (defined in more detail below).

12) What does the term ‘primarily iron or steel’ mean?

‘Primarily iron or steel’ places constraints on the list of products above. For one of the listed products to be considered subject to the AIS requirements, it must be made of greater than 50% iron or steel, measured by cost. The cost should be based on the material costs.

13) Can you provide an example of how to perform a cost determination?

For example, the iron portion of a fire hydrant would likely be the bonnet, body and shoe, and the cost then would include the pouring and casting to create those components. The other material costs would include non-iron and steel internal workings of the fire hydrant (i.e., stem, coupling, valve, seals, etc). However, the assembly of the internal workings into the hydrant body would not be included in this cost calculation. If one of the listed products is not made primarily of iron or steel, United States (US) provenance is not required. An exception to this definition is reinforced precast concrete, which is addressed in a later question.

14) If a product is composed of more than 50% iron or steel, but is not listed in the above list of items, must the item be produced in the US? Alternatively, must the iron or steel in such a product be produced in the US?

The answer to both question is no. Only items on the above list must be produced in the US. Additionally, the iron or steel in a non-listed item can be sourced from outside the US.

15) What is the definition of steel?

Steel means an alloy that includes at least 50 percent iron, between .02 and 2 percent carbon, and may include other elements. Metallic elements such as chromium, nickel, molybdenum, manganese, and silicon may be added during the melting of steel for the purpose of enhancing properties such as corrosion resistance, hardness, or strength. The definition of steel covers carbon steel, alloy steel, stainless steel, tool steel and other specialty steels.

16) What does ‘produced in the United States’ mean?

Production in the United States of the iron or steel products used in the project requires that all manufacturing processes, including application of coatings, must take place in the United States, with the exception of metallurgical processes involving refinement of steel additives. All manufacturing processes includes processes such as melting, refining, forming, rolling, drawing, finishing, fabricating and coating. Further, if a domestic iron and steel product is taken out of the US for any part of the manufacturing process, it becomes foreign source material. However, raw materials such as iron ore, limestone and iron and steel scrap are not covered by the AIS requirement, and the material(s), if any, being applied as a coating are similarly not covered. Non-iron or steel components of an iron and steel product may come from non-US sources. For example, for products such as valves and hydrants, the individual non-iron and steel components

do not have to be of domestic origin.

17) Are the raw materials used in the production of iron or steel required to come from US sources?

No. Raw materials, such as iron ore, limestone, scrap iron, and scrap steel, can come from non-US sources.

18) If an above listed item is primarily made of iron or steel, but is only at the construction site temporarily, must such an item be produced in the US?

No. Only the above listed products made primarily of iron or steel, permanently incorporated into the project must be produced in the US. For example trench boxes, scaffolding or equipment, which are removed from the project site upon completion of the project, are not required to be made of U.S. Iron or Steel.

19) What is the definition of ‘municipal castings’?

Municipal castings are cast iron or steel infrastructure products that are melted and cast. They typically provide access, protection, or housing for components incorporated into utility owned drinking water, storm water, wastewater, and surface infrastructure. They are typically made of grey or ductile iron, or steel. Examples of municipal castings are:

- Access Hatches;
- Ballast Screen;
- Benches (Iron or Steel);
- Bollards;
- Cast Bases;
- Cast Iron Hinged Hatches, Square and Rectangular;
- Cast Iron Riser Rings;
- Catch Basin Inlet;
- Cleanout/Monument Boxes;
- Construction Covers and Frames;
- Curb and Corner Guards;
- Curb Openings;
- Detectable Warning Plates;
- Downspout Shoes (Boot, Inlet);
- Drainage Grates, Frames and Curb Inlets;
- Inlets;
- Junction Boxes;
- Lampposts;
- Manhole Covers, Rings and Frames, Risers;

Meter Boxes;
Service Boxes;
Steel Hinged Hatches, Square and Rectangular;
Steel Riser Rings;
Trash receptacles;
Tree Grates;
Tree Guards;
Trench Grates; and
Valve Boxes, Covers and Risers.

20) What is ‘structural steel’?

Structural steel is rolled flanged shapes, having at least one dimension of their cross-section three inches or greater, which are used in the construction of bridges, buildings, ships, railroad rolling stock, and for numerous other constructional purposes. Such shapes are designated as wide-flange shapes, standard I-beams, channels, angles, tees and zees. Other shapes include H-piles, sheet piling, tie plates, cross ties, and those for other special purposes.

21) What is a ‘construction material’ for purposes of the AIS requirement?

Construction materials are those articles, materials, or supplies made primarily of iron and steel, that are permanently incorporated into the project, not including mechanical and/or electrical components, equipment and systems. Some of these products may overlap with what is also considered “structural steel”. This includes, but is not limited to, the following products: wire rod, bar, angles, concrete reinforcing bar, wire, wire cloth, wire rope and cables, tubing, framing, joists, trusses, fasteners (i.e., nuts and bolts), welding rods, decking, grating, railings, stairs, access ramps, fire escapes, ladders, wall panels, dome structures, roofing, ductwork, surface drains, cable hanging systems, manhole steps, fencing and fence tubing, guardrails, doors, and stationary screens.

22) What is not considered a ‘construction material’ for purposes of the AIS requirement?

Mechanical and electrical components, equipment and systems are not considered construction materials. Mechanical equipment is typically that which has motorized parts and/or is powered by a motor. Electrical equipment is typically any machine powered by electricity and includes components that are part of the electrical distribution system.

The following examples (including their appurtenances necessary for their intended use and operation) are NOT considered construction materials: pumps, motors, gear reducers, drives (including variable frequency drives (VFDs)), electric/pneumatic/manual accessories used to operate valves (such as electric valve actuators), mixers, gates, motorized screens (such as traveling screens), blowers/aeration equipment, compressors, meters, sensors, controls and switches, supervisory control and data acquisition (SCADA), membrane bioreactor systems, membrane filtration systems, filters, clarifiers and clarifier mechanisms, rakes, grinders, disinfection systems, presses (including belt presses), conveyors, cranes, HVAC (excluding ductwork), water heaters,

heat exchangers, generators, cabinetry and housings (such as electrical boxes/enclosures), lighting fixtures, electrical conduit, emergency life systems, metal office furniture, shelving, laboratory equipment, analytical instrumentation, and dewatering equipment.

23) If the iron or steel is produced in the US, may other steps in the manufacturing process take place outside of the US, such as assembly?

No. Production in the US of the iron or steel used in a listed product requires that all manufacturing processes must take place in the United States, except metallurgical processes involving refinement of steel additives.

24) What processes must occur in the US to be compliant with the AIS requirement for reinforced precast concrete?

While reinforced precast concrete may not be at least 50% iron or steel, in this particular case, the reinforcing bar and wire must be produced in the US and meet the same standards as for any other iron or steel product. Additionally, the casting of the concrete product must take place in the US. The cement and other raw materials used in concrete production are not required to be of domestic origin.

If the reinforced concrete is cast at the construction site, the reinforcing bar and wire are considered to be a construction material and must be produced in the US.

Compliance

25) How should an assistance recipient document compliance with the AIS requirement?

In order to ensure compliance with the AIS requirement, specific AIS contract language must be included in each contract, starting with the assistance agreement, all the way down to the purchase agreements. Sample language for assistance agreements and contracts can be found in Appendix 3 and 4.

EPA recommends the use of a step certification process, similar to one used by the Federal Highway Administration. The step certification process is a method to ensure that producers adhere to the AIS requirement and assistance recipients can verify that products comply with the AIS requirement. The process also establishes accountability and better enables States to take enforcement actions against violators.

Step certification creates a paper trail which documents the location of the manufacturing process involved with the production of steel and iron materials. A step certification is a process under which each handler (supplier, fabricator, manufacturer,

processor, etc) of the iron and steel products certifies that their step in the process was domestically performed. Each time a step in the manufacturing process takes place, the manufacturer delivers its work along with a certification of its origin. A certification can be quite simple. Typically, it includes the name of the manufacturer, the location of the manufacturing facility where the product or process took place (not its headquarters), a description of the product or item being delivered, and a signature by a manufacturer's responsible party. Attached, as Appendix 5, are sample certifications. These certifications should be collected and maintained by assistance recipients.

Alternatively, the final manufacturer that delivers the iron or steel product to the worksite, vendor, or contractor, may provide a certification asserting that all manufacturing processes occurred in the US. While this type of certification may be acceptable, it may not provide the same degree of assurance. Additional documentation may be needed if the certification is lacking important information. Step certification is the best practice.

26) How should a State ensure assistance recipients are complying with the AIS requirement?

In order to ensure compliance with the AIS requirement, States SRF programs must include specific AIS contract language in the assistance agreement. Sample language for assistance agreements can be found in Appendix 3.

States should also, as a best practice, conduct site visits of projects during construction and review documentation demonstrating proof of compliance which the assistance recipient has gathered.

27) What happens if a State or EPA finds a non-compliant iron and/or steel product permanently incorporated in the project?

If a potentially non-compliant product is identified, the State should notify the assistance recipient of the apparent unauthorized use of the non-domestic component, including a proposed corrective action, and should be given the opportunity to reply. If unauthorized use is confirmed, the State can take one or more of the following actions: request a waiver where appropriate; require the removal of the non-domestic item; or withhold payment for all or part of the project. Only EPA can issue waivers to authorize the use of a non-domestic item. EPA may use remedies available to it under the Clean Water Act, the Safe Drinking Water Act, and 40 CFR part 31 grant regulations, in the event of a violation of a grant term and condition.

It is recommended that the State work collaboratively with EPA to determine the appropriate corrective action, especially in cases where the State is the one who identifies the item in noncompliance or there is a disagreement with the assistance recipient.

If fraud, waste, abuse, or any violation of the law is suspected, the Office of Inspector General (OIG) should be contacted immediately. The OIG can be reached at 1-888-546-8740 or OIG_Hotline@epa.gov. More information can be found at this website: <http://www.epa.gov/oig/hotline.htm>.

28) How do international trade agreements affect the implementation of the AIS requirements?

The AIS provision applies in a manner consistent with United States obligations under international agreements. Typically, these obligations only apply to direct procurement by the entities that are signatories to such agreements. In general, SRF assistance recipients are not signatories to such agreements, so these agreements have no impact on this AIS provision. In the few instances where such an agreement applies to a municipality, that municipality is under the obligation to determine its applicability and requirements and document the actions taken to comply for the State.

Waiver Process

The statute permits EPA to issue waivers for a case or category of cases where EPA finds (1) that applying these requirements would be inconsistent with the public interest; (2) iron and steel products are not produced in the US in sufficient and reasonably available quantities and of a satisfactory quality; or (3) inclusion of iron and steel products produced in the US will increase the cost of the overall project by more than 25 percent.

In order to implement the AIS requirements, EPA has developed an approach to allow for effective and efficient implementation of the waiver process to allow projects to proceed in a timely manner. The framework described below will allow States, on behalf of the assistance recipients, to apply for waivers of the AIS requirement directly to EPA Headquarters. Only waiver requests received from states will be considered. Pursuant to the Act, EPA has the responsibility to make findings as to the issuance of waivers to the AIS requirements.

Definitions

The following terms are critical to the interpretation and implementation of the AIS requirements and apply to the process described in this memorandum:

Reasonably Available Quantity: The quantity of iron or steel products is available or will be available at the time needed and place needed, and in the proper form or specification as specified in the project plans and design.

Satisfactory Quality: The quality of iron or steel products, as specified in the project plans and designs.

Assistance Recipient: A borrower or grantee that receives funding from a State CWSRF or DWSRF program.

Step-By-Step Waiver Process

Application by Assistance Recipient

Each local entity that receives SRF water infrastructure financial assistance is required by section 436 of the Act to use American made iron and steel products in the construction of its project. However, the recipient may request a waiver. Until a waiver is granted by EPA, the AIS requirement stands, except as noted above with respect to municipalities covered by international agreements.

The waiver process begins with the SRF assistance recipient. In order to fulfill the AIS requirement, the assistance recipient must in good faith design the project (where applicable) and solicit bids for construction with American made iron and steel products. It is essential that the assistance recipient include the AIS terms in any request for proposals or solicitations for bids, and in all contracts (see Appendix 3 for sample construction contract language). The assistance recipient may receive a waiver at any point before, during, or after the bid process, if one or more of three conditions is met:

1. Applying the American Iron and Steel requirements of the Act would be inconsistent with the public interest;
2. Iron and steel products are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or
3. Inclusion of iron and steel products produced in the United States will increase the cost of the overall project by more than 25 percent.

Proper and sufficient documentation must be provided by the assistance recipient. A checklist detailing the types of information required for a waiver to be processed is attached as Appendix 1.

Additionally, it is strongly encouraged that assistance recipients hold pre-bid conferences with potential bidders. A pre-bid conference can help to identify iron and steel products needed to complete the project as described in the plans and specifications that may not be available from domestic sources. It may also identify the need to seek a waiver prior to bid, and can help inform the recipient on compliance options.

In order to apply for a project waiver, the assistance recipient should email the request in the form of a Word document (.doc) to the State SRF program. It is strongly recommended that the State designate a single person for all AIS communications. The State SRF designee will review the application for the waiver and determine whether the necessary information has been included. Once the waiver application is complete, the State designee will forward the application to the EPA for review.

Evaluation by EPA

After receiving an application for waiver of the AIS requirements, EPA Headquarters will publish the request on its website for 15 days and receive informal comment. EPA Headquarters will then use the checklist in Appendix 2 to determine whether the application properly and adequately documents and justifies the statutory basis cited for the waiver – that it is quantitatively and qualitatively sufficient – and to

determine whether or not to grant the waiver.

In the event that EPA finds that adequate documentation and justification has been submitted, the Administrator may grant a waiver to the assistance recipient. EPA will notify the State designee that a waiver request has been approved or denied as soon as such a decision has been made. Granting such a waiver is a three-step process:

1. Posting – After receiving an application for a waiver, EPA is required to publish the application and all material submitted with the application on EPA’s website for 15 days. During that period, the public will have the opportunity to review the request and provide informal comment to EPA. The website can be found at: http://water.epa.gov/grants_funding/aisrequirement.cfm
2. Evaluation – After receiving an application for waiver of the AIS requirements, EPA Headquarters will use the checklist in Appendix 2 to determine whether the application properly and adequately documents and justifies the statutory basis cited for the waiver – that it is quantitatively and qualitatively sufficient – and to determine whether or not to grant the waiver.
3. Signature of waiver approval by the Administrator or another agency official with delegated authority – As soon as the waiver is signed and dated, EPA will notify the State SRF program, and post the signed waiver on our website. The assistance recipient should keep a copy of the signed waiver in its project files.

Public Interest Waivers

EPA has the authority to issue public interest waivers. Evaluation of a public interest waiver request may be more complicated than that of other waiver requests so they may take more time than other waiver requests for a decision to be made. An example of a public interest waiver that might be issued could be for a community that has standardized on a particular type or manufacturer of a valve because of its performance to meet their specifications. Switching to an alternative valve may require staff to be trained on the new equipment and additional spare parts would need to be purchased and stocked, existing valves may need to be unnecessarily replaced, and portions of the system may need to be redesigned. Therefore, requiring the community to install an alternative valve would be inconsistent with public interest.

EPA also has the authority to issue a public interest waiver that covers categories of products that might apply to all projects.

EPA reserves the right to issue national waivers that may apply to particular classes of assistance recipients, particular classes of projects, or particular categories of iron or steel products. EPA may develop national or (US geographic) regional categorical waivers through the identification of similar circumstances in the detailed justifications presented to EPA in a waiver request or requests. EPA may issue a national waiver based on policy decisions regarding the public's interest or a determination that a particular item is not produced domestically in reasonably available quantities or of a sufficient quality. In such cases, EPA may determine it is necessary to issue a national waiver.

If you have any questions concerning the contents of this memorandum, you may contact us, or have your staff contact Jordan Dorfman, Attorney-Advisor, State Revolving Fund Branch, Municipal Support Division, at dorfman.jordan@epa.gov or (202) 564-0614 or Kiri Anderer, Environmental Engineer, Infrastructure Branch, Drinking Water Protection Division, at anderer.kirsten@epa.gov or (202) 564-3134.

Attachments

Appendix 1: Information Checklist for Waiver Request

The purpose of this checklist is to help ensure that all appropriate and necessary information is submitted to EPA. EPA recommends that States review this checklist carefully and provide all appropriate information to EPA. This checklist is for informational purposes only and does not need to be included as part of a waiver application.

Items	✓	Notes
General • Waiver request includes the following information: – Description of the foreign and domestic construction materials – Unit of measure – Quantity – Price – Time of delivery or availability – Location of the construction project – Name and address of the proposed supplier – A detailed justification for the use of foreign construction materials • Waiver request was submitted according to the instructions in the memorandum • Assistance recipient made a good faith effort to solicit bids for domestic iron and steel products, as demonstrated by language in requests for proposals, contracts, and communications with the prime contractor	✓	
Cost Waiver Requests • Waiver request includes the following information: – Comparison of overall cost of project with domestic iron and steel products to overall cost of project with foreign iron and steel products – Relevant excerpts from the bid documents used by the contractors to complete the comparison – Supporting documentation indicating that the contractor made a reasonable survey of the market, such as a description of the process for identifying suppliers and a list of contacted suppliers		
Availability Waiver Requests • Waiver request includes the following supporting documentation necessary to demonstrate the availability, quantity, and/or quality of the materials for which the waiver is requested: – Supplier information or pricing information from a reasonable number of domestic suppliers indicating availability/delivery date for construction materials – Documentation of the assistance recipient's efforts to find available domestic sources, such as a description of the process for identifying suppliers and a list of contacted suppliers. – Project schedule – Relevant excerpts from project plans, specifications, and permits indicating the required quantity and quality of construction materials • Waiver request includes a statement from the prime contractor and/or supplier confirming the non-availability of the domestic construction materials for which the waiver is sought • Has the State received other waiver requests for the materials described in this waiver request, for comparable projects?		

Appendix 2: HQ Review Checklist for Waiver Request

Instructions: To be completed by EPA. Review all waiver requests using the questions in the checklist, and mark the appropriate box as Yes, No or N/A. Marks that fall inside the shaded boxes may be grounds for denying the waiver. If none of your review markings fall into a shaded box, the waiver is eligible for approval if it indicates that one or more of the following conditions applies to the domestic product for which the waiver is sought:

1. The iron and/or steel products are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality.
2. The inclusion of iron and/or steel products produced in the United States will increase the cost of the overall project by more than 25 percent.

Review Items	Yes	No	N/A	Comments
Cost Waiver Requests - Does the waiver request include the following information? - Comparison of overall cost of project with domestic iron and steel products to overall cost of project with foreign iron and steel products - Relevant excerpts from the bid documents used by the contractors to complete the comparison - A sufficient number of bid documents or pricing information from domestic sources to constitute a reasonable survey of the market - Does the Total Domestic Project exceed the Total Foreign Project Cost by more than 25%?				
Availability Waiver Requests - Does the waiver request include supporting documentation sufficient to show the availability, quantity, and/or quality of the iron and/or steel product for which the waiver is requested? - Supplier information or other documentation indicating availability/delivery date for materials - Project schedule - Relevant excerpts from project plans, specifications, and permits indicating the required quantity and quality of materials - Does supporting documentation provide sufficient evidence that the contractors made a reasonable effort to locate domestic suppliers of materials, such as a description of the process for identifying suppliers and a list of contacted suppliers? - Based on the materials delivery/availability date indicated in the supporting documentation, will the materials be unavailable when they are needed according to the project schedule? (By item, list schedule date and domestic delivery quote date or other relevant information) - Is EPA aware of any other evidence indicating the non-availability of the materials for which the waiver is requested? Examples include: - Multiple waiver requests for the materials described in this waiver request, for comparable projects in the same State - Multiple waiver requests for the materials described in this waiver request, for comparable projects in other States - Correspondence with construction trade associations indicating the non-availability of the materials - Are the available domestic materials indicated in the bid documents of inadequate quality compared those required by the project plans, specifications, and/or permits?				

Appendix 5: Sample Certifications

The following information is provided as a sample letter of **step** certification for AIS compliance. Documentation must be provided on company letterhead.

Date

Company Name

Company Address

City, State Zip

Subject: American Iron and Steel Step Certification for Project (XXXXXXXXXX)

I, (company representative), certify that the (melting, bending, coating, galvanizing, cutting, etc.) process for (manufacturing or fabricating) the following products and/or materials shipped or provided for the subject project is in full compliance with the American Iron and Steel requirement as mandated in EPA's State Revolving Fund Programs.

Item, Products and/or Materials:

1. XXXX
2. XXXX
3. XXXX

Such process took place at the following location:

If any of the above compliance statements change while providing material to this project we will immediately notify the prime contractor and the engineer.

Signed by company representative

The following information is provided as a sample letter of certification for AIS compliance. Documentation must be provided on company letterhead.

Date

Company Name

Company Address

City, State Zip

Subject: American Iron and Steel Certification for Project (XXXXXXXXXX)

I, (company representative), certify that the following products and/or materials shipped/provided to the subject project are in full compliance with the American Iron and Steel requirement as mandated in EPA's State Revolving Fund Programs.

Item, Products and/or Materials:

1. XXXX
2. XXXX
3. XXXX

Such process took place at the following location:

If any of the above compliance statements change while providing material to this project we will immediately notify the prime contractor and the engineer.

Signed by company representative

**American Iron & Steel (AIS) Requirement of the Consolidated Appropriations Act of 2014
(Public Law 113-76)**

Q&A Part 2

PRODUCT QUESTIONS

1. Q: Do all fasteners qualify for de minimis exemption?

A: No. There is no broad exemption for fasteners from the American Iron and Steel (AIS) requirements. Significant fasteners used in SRF projects are not subject to the de minimis waiver for projects and must comply with the AIS requirements. Significant fasteners include fasteners produced to industry standards (e.g., ASTM standards) and/or project specifications, special ordered or those of high value. When bulk purchase of unknown-origin fasteners that are of incidental use and small value are used on a project, they may fall under the national de minimis waiver for projects. The list of potential items could be varied, such as big-box/hardware-store-variety screws, nails, and staples. The key characteristics of the items that may qualify for the de minimis waiver would be items that are incidental to the project purpose (such as drywall screws) and not significant in value or purpose (such as common nails or brads).

EPA also clarifies that minor components of two listed products – valves and hydrants -- may not need to meet the AIS requirements if the minor components compromise a very small quantity of minor, low-cost fasteners that are of unknown origin.

2. Q: Does PCCP pipe have to be domestically produced?

A: Yes. Pre-stressed concrete cylinder pipe (PCCP) or other similar concrete cylinder pipes would be comparable to pre-cast concrete which is specifically listed in the Consolidated Appropriations Act of 2014 as a product subject to the AIS requirement.

3. Q: If the iron or steel is made from recycled metals will the vendor/supplier have to provide a certification document certifying that the recycled metals are domestically produced?

A: No. Recycled source materials used in the production of iron and steel products do not have to come from the U.S. Iron or steel scrap, for instance, are considered raw materials that may come from anywhere. While certification is not required for the raw material, EPA does recommend that additional final processing of iron and steel be certified to have occurred in the U.S.

4. Q: Do tanks used for filtration systems, if delivered to the construction site separately and then filled with filtration media onsite, have to be domestically produced?

A: No. Tanks that are specifically designed to be filters, or as parts of a filtration system, do not have to be domestically produced because these parts are no longer simply tanks, even if the filter media has not been installed and will be installed at the project site, as is customary to do for shipping purposes. These parts have only one purpose which is to be housing for filters and cannot be used in another fashion.

5. Q: Can a recipient use non-domestic flanged pipe?

A: No. While the Consolidated Appropriations Act of 2014 does not specifically mention flanged pipe, since it does mention both pipe and flanges, both products would need to be domestically produced. Therefore, flanged pipe would also need to be domestically produced.

6. Q: Can a recipient use non-domestic couplings, expansion joints, and other similar pipe connectors?

A: No. These products would be considered specialty fittings, due to their additional functionality, but still categorized under the larger “fitting” categorization. Fittings are defined as a material that joins pipes together or connects to a pipe (AWWA, The Drinking Water Dictionary, 2000). Therefore, these products must comply with the AIS requirements and be produced domestically.

7. Q: Can a recipient use non-domestic service saddles and tapping sleeves?

A: No. These products are necessary for pipe repair, to tap a water main, or to install a service or house connection. Therefore, they are included under the larger “pipe restraint” category which is a specifically identified product subject to the domestic preference in the Consolidated Appropriations Act of 2014.

8. Q: The AIS guidance does not appear to cover reused items (i.e., existing pipe fittings, used storage tanks, reusing existing valves). How should reused items be addressed?

A: The AIS guidance does not address reuse of items. Reuse of items that would otherwise be covered by AIS is acceptable provided that the item(s) was originally purchased prior to January 17, 2014, the reused item(s) is not substantially altered from original form/function, and any restoration work that may be required does not include the replacement or addition of foreign iron or steel replacement parts. EPA recommends keeping a log of these reused items by including them on the assistance recipient’s de minimis list, and stating therein that these items are reused products. The donation of new items (such as a manufacturer waiving cost for certain delivered items because of concerns regarding the origin of a new product) is not, however, considered reuse.

9. Q: What does “time needed” mean in the AIS guidance, in reference to the definition of “Reasonably Available Quantity”?

A: For considering whether a product would meet reasonably available quantity, “time needed” is based on the construction schedule. If the item is delayed and there is substantial impact on the overall construction schedule, this would not be according to the “time needed.”

10. Q: If a product is not specifically included on the list of AIS covered products, must it comply with AIS?

A: Possibly. The AIS requirements include a list of specifically covered products, one of which is construction materials, a broad category of potential products. For construction materials, EPA’s AIS guidance includes a set of example items that it considers construction materials composed primarily of iron and steel and covered by the Act. This example list in the guidance is not an all-inclusive list of potential construction materials. However, the guidance also includes a list of items that EPA specifically does not consider construction materials, generally those of electrical or complex-mechanical nature. If a product is similar to the ones in the non-construction material list (and it is also not specifically listed by the Act), it is not a construction material. For all other items specifically included in the Act, coverage is generally self-evident.

11. Q: If a listed iron and steel product is used as a part for an assembled product that is non-domestic, do the AIS requirements apply?

A: AIS requirements only apply to the final product as delivered to the work site and incorporated into the project. Other assemblies, such as a pumping assembly or a reverse osmosis package plant, are distinct products not listed and do not need to be made in the U.S. or composed of all U.S. parts. Therefore, for the case of a non-covered product used in a larger non-domestic assembly, the components, even if specifically listed in the Consolidated Appropriations Act, do not have to be domestically produced.

12. Q: Is cast iron excluded from the AIS requirements?

A: No. Cast iron products that fall under the definition of iron and steel products must comply with the AIS requirements.

13. Q: The guidance states that “construction materials” do not include mechanical equipment, but then identifies ductwork as a construction material. Please clarify.

A: Ductwork is not mechanical equipment, therefore it is considered a “construction material” and must comply with the AIS requirements.

14. Q: Do “meters” mentioned in EPA’s guidance as non-construction materials include both flow meters and water meters?

A: Yes. “Meters” includes any type of meter, including: flow meters, wholesale meters, and water meters/service connections.

15. Q: Must coiled steel be domestic?

A: Yes. Coiled steel is an intermediate product used in the production of steel pipe and must come from a U.S. source or subject to a waiver in order to comply with the AIS requirements.

16. Q: Are pig iron, direct reduced iron (DRI), and ingot considered raw materials?

A: No. These are considered intermediate products used in the production of iron or steel and must come from a U.S. source or subject to a waiver in order to comply with the AIS requirements.

17. Q: Can assistance recipients rely on a marking that reads, “Made in the USA,” as evidence that all processes took place in the U.S.?

A: No. This designation is not consistent with our requirements that all manufacturing processes of iron and steel products must take place in the U.S.

18. Q: When determining what constitutes a product made “primarily” of iron or steel, who makes this determination?

A: The manufacturer will show if its product qualifies as primarily made of iron or steel. The recipient should expect the manufacturer to provide documentation/ certification that its product is AIS compliant.

19. Q: Do aerators need to be produced domestically in order to comply with AIS?

A: No. Aerators, similar to pumps, are mechanical equipment that do not need to meet the AIS requirements. “Blowers/aeration equipment, compressors” are listed in EPA’s guidance as non-construction materials.

20. Q: Are Sluice and Slide Gates considered valves?

A: No. Valves are products that are generally encased / enclosed with a body, bonnet, and stem. Examples include enclosed butterfly, ball, globe, piston, check, wedge, and gate valves. Furthermore, “gates” (meaning sluice, slide or weir gates) are listed in EPA’s guidance as non-construction materials.

AIS PROCESS QUESTIONS

21. Q: Will notices of waiver applications be published in the federal register?

A: No. Applications for waivers will be published on EPA’s website (http://water.epa.gov/grants_funding/aisrequirement.cfm). EPA will provide 15 days for open public comment, as noted on the website.

22. Q: Will states be collecting the step certification paper trail, as presented in the AIS guidance?

A. No. Assistance recipients must maintain documentation of compliance with AIS. EPA recommends use of the step certification process. This process is a best practice and traces all manufacturing of iron and steel products to the U.S. If the process is used, the state does not have to collect the documentation. The documents must be kept by the assistance recipient and reviewed by the state during project reviews.

23. Q: Why is it considered a best practice for states to conduct site visits, when it is the assistance recipient's responsibility to meet the AIS requirements?

A: It is both the assistance recipient's and the state's responsibility to ensure compliance with the AIS requirements. The state is the recipient of a federal grant and must comply with all grant conditions, including a condition requiring that the AIS requirements be adhered to. Therefore, it is recommended that states conduct site visits of projects during construction and review documentation demonstrating the assistance recipient's proof of compliance.

24. Q: Please further define the state's role in the waiver process.

A: The state's role in the waiver process is to review any waiver requests submitted to the state in order to ensure that all necessary information has been provided by the assistance recipient prior to forwarding the request to EPA. If a state finds the request lacking, the state should work with the assistance recipient to help obtain complete information.

25. Q: How much time does EPA have to evaluate the waiver during the evaluation step?

A: At a minimum, EPA is required to provide 15 days for open public comment. There is no specific deadline or time limit for EPA to review waiver requests. Each waiver request will come with its own specific details and circumstances and may require a different amount of time for review and analysis. For example, public interest waivers in general may take longer to review than availability waivers which are typically more straightforward. However, EPA understands that construction may be delayed while waiting for a waiver and will make every effort to review and issue decisions on waiver requests in a timely manner.

PROJECT QUESTIONS

26. Q: What if a project is funded by another funding entity (i.e., United States Department of Agriculture – Rural Development) where AIS is not required and begins construction after January 17, 2014 but then applies to the SRF to refinance the project? Are they ineligible?

A: The project is not ineligible. AIS requirements will apply to any construction that occurs after the assistance agreement is signed, through the end of construction. If construction is complete, there is no retroactive application of the AIS requirements.

27. Q: If the assistance recipient can demonstrate through market research that the AIS requirement will exceed the 25 percent cost threshold, is the entire project exempt from the AIS requirement?

A: If the waiver application shows that the inclusion of American iron and steel products causes the entire cost of the project to increase by more the 25 percent, a waiver may be granted for the entirety of the project.

28. Q: Can the recipient use non-SRF funds to pay for the non-compliant item.

A: No. It is not an acceptable to use non-SRF funds to pay for a non-compliant item. The Consolidated Appropriations Act of 2014 requires that all iron and steel products, no matter the source of funding, must be made in the U.S. if SRF funds are used in the project.

29. Q: What constitutes “satisfactory quality” as defined in the AIS guidance, in reference to the availability waiver process.

A: “Satisfactory quality” means the product meets the project design specifications. A waiver may be granted if a recipient determines that the project plans and design would be compromised because there are no American made products available that meet the project design specifications.

30. Q: The guidance states that the AIS requirement applies to any project “funded in whole or in part” by an SRF. Where is this in the Act?

A: The Act states that, “None of the funds made available by a ... [State SRF program] ... shall be used for a project for the construction, alteration, maintenance, or repair of a public water system or treatment works unless all of the iron and steel products used in the project are produced in the United States.” This sentence clearly states that no SRF program may use its funds for a project unless all of the iron and steel products used in the project are made in the U.S. This is true even if only \$1 of SRF funding is used in the project.

31. Q: There is always an expectation on the part of an assistance recipient that the construction phase of a planning and/or design only loan will be funded through the SRF. If the original planning and/or design only loan was executed prior to a January 17, 2014, does this mean the entire project will be exempt from the AIS requirement?

A: If the original loan includes construction, and was executed prior to January 17, 2014, then the AIS provision does not apply to the project. If the original loan was only for planning and/or design, then a written commitment or documented “expectation” is needed to show exemption from the

requirements. Appearance on a priority list in an Intended Use Plan along with written reasonable assurance from the state that the recipient will receive SRF funding for project construction could provide sufficient evidence of “expectation of funding”.

- 32. Q: What if there has been a change order or redesign requiring new plans and specifications to be approved and they were approved after January 17, 2014: does the project now have to comply with AIS?**

A: In most cases, no. Change orders are typically small enough changes that the original plan and specification date will still hold true. For example, if a pipe alignment has to be changed for a block or two due to unforeseen conditions, but new plans and specifications had to be submitted for this section of the project, then that could be considered a minor change. However, if there has been a major redesign, perhaps the whole project had to be redesigned starting from scratch, then the new plans and specification approval date would apply.

- 33. Q: What if the bids on a project with plans and specifications approved before January 17, 2014 but the loan is signed after January 17, 2014 come in low, and there is significant funding remaining in the loan agreement, so the community designs a second project with the remaining funds: does that project have to comply with the AIS requirements?**

A: If the second project is closely related in purpose, place and time to the first project, then the second project would be exempt from the AIS requirements. It is the assistance recipient’s responsibility (with state oversight) to show that a project is closely related, or not, in purpose, place and time.

- 34. Q: What if the assistance agreement was signed after January 17, 2014, state approval of plans for the first phase of the project was in place prior to January 17, 2014, but state approval of the plans for the second phase of the project was received after January 17, 2014?**

A: In such a case, the AIS provision would not apply to the first phase of the project. If the second phase of the project is considered the same project as the first phase, due to its close relation in purpose, place and time, the entire project may be exempt. It is the assistance recipient’s responsibility (with state oversight) to show that phases of a project is closely related, or not, in purpose, place and time.

- 35. Q: Do products purchased through procurement-only contracts have to be comply with AIS?**

A: Yes. For projects funded by SRF, the products procured under any form of contract must comply with AIS. A procurement-only contract generally involves the bulk purchase of common items (such as pipe, concrete, and/or pumps) of independent timing from a set of planned projects. If products which are purchased through a procurement-only contract are being installed under another contract, the procurement-only contract would probably not be considered a separate project in purpose, place and time; and therefore, would have to comply with the AIS requirements.

March 2015

American Iron & Steel Requirement for the Clean Water and Drinking Water State Revolving Funds

Q&A Part 3

*For CWSRF and DWSRF: On **January 17, 2014**, Public Law 113-76, the "Consolidated Appropriations Act, 2014," was enacted and included an American Iron and Steel requirement for the Clean Water and Drinking Water State Revolving Fund programs through the end of fiscal year 2014. Since then, the AIS requirement has continued for both programs, but through different statutes, with a few changes as described in the questions and answers provided below.*

*For CWSRF: On **June 10, 2014**, the Water Resources Reform and Development Act amended the Clean Water Act to include permanent requirements for the use of AIS products in CWSRF assistance agreements. Section 608 of the CWA now contains requirements for AIS that repeat those of the Consolidated Appropriations Act, 2014. All CWSRF assistance agreements must comply with Section 608 of the CWA for implementation of the permanent AIS requirement.*

*For DWSRF: On **December 16, 2014**, the President signed Public Law 113-235, the "Consolidated and Further Continuing Appropriations Act, 2015," which provides fiscal year 2015 full-year appropriations through September 30, 2015. This law continues the requirement for the use of AIS products in DWSRF assistance agreements through September 30, 2015.*

CWSRF PROGRAM

- 1. Q: The Water Resources Reform and Development Act amended the Clean Water Act to include permanent requirements for the use of AIS for CWSRF funded assistance agreements. Does the CWA include an exemption for plans and specifications approved prior to the enactment of the legislation similar to the exemption included in the Consolidated Appropriations Act (CAA) 2014?**

A: Yes. The WRRDA amendment to the CWA, which included AIS requirements, included a similar exemption as the CAA 2014. For any CWSRF assistance agreement signed on or after October 1, 2014, if the plans and specifications were approved prior to June 10, 2014 (the enactment of WRRDA), then the project is exempt from AIS requirements. For assistance agreements signed prior to October 1, 2014, the previous dates in the CAA 2014 apply (see March 20, 2014, AIS guidance document).

If a project does not require approved engineering plans and specifications, the bid advertisement date will count in lieu of the plans and specifications approval date for purposes of this exemption in Section 608 (f).

The following table summarizes AIS exemptions based on the plans and specifications approval date for CWSRF funded projects.

3/16/2015

CWSRF AIS Project Exemption Based on Plans and Specifications Approval Date		
<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	- Consolidated Appropriations Act 2014 - National waiver signed 4/15/2014*
On or after 10/1/2014	6/10/2014	Clean Water Act Section 608

** To be covered by the national waiver, the plans and specifications had to be submitted to the state prior to 1/17/2014*

2. Q: Does the AIS requirement apply to refinanced CWSRF projects?

A: Yes, in some cases. If a project began construction, financed from a non-CWSRF source prior to June 10, 2014, but is refinanced through a CWSRF assistance agreement executed on or after October 1, 2014, AIS requirements will apply to all construction that occurs on or after June 10, 2014, through completion of construction, unless engineering plans and specifications were approved by the responsible state agency prior to June 10, 2014. For CWSRF projects funded on or after October 1, 2014, there is no retroactive application of the AIS requirements where a refinancing occurs for a project that has completed construction prior to June 10, 2014.

DWSRF PROGRAM

3. Q: The Consolidated and Further Continuing Appropriations Act 2015 continues the AIS requirements for DWSRF funded assistance agreements. Does the Act include an exemption for plans and specifications approved prior to the enactment of the legislation, similar to the exemption included in the Consolidated Appropriations Act (CAA) 2014?

A: Yes. The Consolidated and Further Continuing Appropriations Act 2015 includes a similar exemption as the CAA 2014. For any assistance agreement signed on or after December 16, 2014 (the enactment of the Act), if the plans and specifications were approved prior to December 16, 2014, then the project is exempt from the AIS requirements. For assistance agreements signed prior to December 16, 2014, the previous dates in the CAA 2014 apply (see March 20, 2014 AIS guidance document).

If a project does not require approved engineering plans and specifications, the bid advertisement date will count in lieu of the plans and specifications approval date for purposes of the exemption in Section 424(f).

3/16/2015

4. Q: Do DWSRF assistance agreements signed during the time period between September 30, 2014, and December 16, 2014, still have to comply with the AIS requirements?

A: Yes. The Continuing Appropriations Resolution 2015 was signed on September 19, 2014, which extended funding for the DWSRF with the same conditions that were made applicable by the language in the Fiscal Year 2014 appropriations, including the requirement for the use of American Iron and Steel products in projects receiving financial assistance from the DWSRF. Therefore, all assistance agreements starting October 1, 2014, through the enactment of the Consolidated and Further Continuing Appropriations Act 2015 (signed December 16, 2014), must include the AIS requirements. However, if the plans and specifications for any of these projects were approved prior to April 15, 2014 (the date the national waiver was signed), then the project is exempt from the AIS requirements.

The following table summarizes AIS exemptions based on the plans and specifications approval date for DWSRF funded projects.

DWSRF AIS Project Exemption Based on Plans and Specifications Approval Date		
<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	- Consolidated Appropriations Act 2014 - National waiver signed 4/15/2014*
10/1/2014 through 12/15/2014	4/15/2014	- Continuing Appropriations Resolution 2015 (continued CAA 2014 requirements)** - National waiver signed 4/15/2014*
12/16/2014 through 9/30/2015	12/16/2014	Consolidated and Further Continuing Appropriations Act 2015

* To be covered by the national waiver, the plans and specifications had to be submitted to the state prior to 1/17/2014

** Following the first continuing resolution, there were two additional CRs to fill the gap between 12/11/2014 and 12/16/2014

5. Q: Does the AIS requirement apply to refinanced DWSRF projects?

A: Yes, in some cases. If a project began construction, financed from a non-DWSRF source prior to December 16, 2014, but is refinanced through a DWSRF assistance agreement executed on or after December 16, 2014, AIS requirements will apply to all construction that occurs on or after December 16, 2014, through completion of construction, unless engineering plans and

3/16/2015

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.

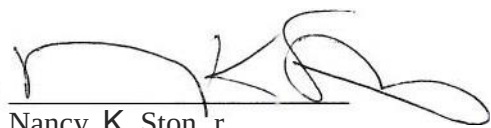
Assistance recipients who wish to use this waiver should in consultation with their contractors determine the items to be covered by this waiver and must retain relevant documentation (i.e., invoices) as to those items in their project files.

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 or (202) 566-1059 or Kirsten Anderer, Environmental Engineer, Drinking Water Protection Division, at anderer.kirsten@epa.gov or (202) 564-3134.

A?R t5 2014

Issued on: _____

Approved by: _____


Nancy K. Stoner
Acting Assistant Administrator

Ohio Water Pollution Control Loan Fund
Use of American Iron and Steel - De Minimis Final Utilization and Certification Form

The Consolidated Appropriations Act of 2014 (P.L. 113-76) Section 436 requires the use of American & Steel in SRF-funded projects. Under the authority of Section 436(b)(1), the EPA has issued a public interest waiver for De Minimis incidental components. The assistance recipient wishing to use this waiver should consult with their contractor(s) to maintain an itemized list of components covered under De Minimis. At the conclusion of the project, this form must be completed and retained in the assistance recipient's project files and a copy provided to DEFA. Please print clearly or type.

Project Name: _____ Loan Agrmt #: _____

NOTE: The De Minimis waiver is only applicable to the cost of materials for the entire project. Do not include other project costs (labor, installation costs, etc.) in the "Total Cost of Materials". The cost of a material must include delivery to the site and any applicable tax. Must have sufficient documentation to support all costs included in this calculation.

Funds used for de minimis incidental components cumulatively may comprise no more than a total of 5 percent of the total cost of the materials used in and incorporated into a project; the cost of an individual item may not exceed 1 percent of the total cost of the materials used in and incorporated into a project.

Total Cost of Materials: 5% Limit: 1% limit:

Manufacturer & Component Description	Part/Model #	Quantity (if applicable)	Cost per Unit (if applicable)	Component's Total Cost	How is Cost Documented?*

Use additional sheets as necessary

Total De Minimis Cost of Components:

If approaching the 5% or 1% limits, contact DEFA immediately

* Documentation must demonstrate confirmation of the components' actual costs (invoice, etc.).

Completed by:

Name: _____

Title: _____

Signature: _____

Date: _____

Prohibition on Telecommunications and Video Surveillance

§ 200.216 Prohibition on certain telecommunications and video surveillance services or equipment.

- (a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:
 - (1) Procure or obtain;
 - (2) Extend or renew a contract to procure or obtain; or
 - (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in [Public Law 115–232](#), section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - (ii) Telecommunications or video surveillance services provided by such entities or using such equipment.
 - (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
- (b) In implementing the prohibition under [Public Law 115–232](#), section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.
- (c) See [Public Law 115–232](#), section 889 for additional information.
- (d) See also [§ 200.471](#).

Resources:

[2 CRF 200.216](#)

FAQ's: [Sec. 889 of 2019 NDAA FAQ 20201124.pdf \(performance.gov\)](#)

[Public Law 115-232, Section 889](#)

[§ 200.471](#)

SECTION 9
PREVAILING WAGE RATES

Davis-Bacon Wage Rate Requirements

(required contract provision)

Background and Applicability

On October 30, 2009, P.L. 111-88, "Making appropriations for the Department of the Interior, environment, and related agencies for the fiscal year ending September 30, 2010, and for other purposes," was enacted. This law provides appropriations for both the Clean Water State Revolving Fund (CWSRF) and the Drinking Water State Revolving Fund (DWSRF) for Fiscal Year 2010, while adding new requirements to these already existing programs. One new requirement requires the application of Davis-Bacon Act requirements.

Application of the Davis-Bacon Act requirements extend not only to assistance agreements funded with Fiscal Year 2010 appropriations, but to all assistance agreements executed on or after October 30, 2009, whether the source of the funding is prior year's appropriations, state match, bond proceeds, interest earnings, principal repayments, or any other source of funding so long as the project is financed by an SRF assistance agreement. If a project began construction prior to October 30, 2009 but is financed or refinanced through an assistance agreement executed on or after October 30, 2009, Davis-Bacon Act requirements will apply to all construction that occurs on or after October 30, 2009, through completion of construction.

Ohio EPA Responsibilities

With respect to the Water Pollution Control Loan Fund (WPCLF) and Water Supply Revolving Loan Account (WSRLA) revolving funds, EPA provides capitalization grants to each State which in turn provides funding assistance to eligible recipients within the State. Typically, the assistance recipients are municipal or other local governmental entities that manage the funds. Occasionally, the assistance recipients may be a private for profit or not for profit entity. Although EPA and the State are responsible for ensuring assistance recipients incorporate the wage rate requirements set forth herein as part of contracts for WPCLF and WSRLA funding, the assistance recipient has the primary responsibility to maintain payroll records and for compliance with Davis-Bacon Act requirements as described below.

Municipal Or Other Local Governmental Entities Recipient's Responsibilities

The following is intended to help assistance recipients understand and meet their obligations related to Davis-Bacon (DB). Each assistance recipients should, however, review the contract/subcontract requirements that are set forth later in this document for a more full understanding of DB obligations.

Prior to advertising for bids:

- > Obtain the wage determination for the locality in which a covered activity subject to DB will take place from the Department of Labor (DOL) at www.wdol.gov.
- > Incorporate these wage determinations into the request for bids.
- > Include the required contract provisions (see below) into the contract documents.
- > Require prime contracts to include provisions that subcontractors follow the wage determination incorporated into the prime contract.

During the advertisement period:

- > Monitor www.wdol.gov on a weekly basis to ensure that the wage determination contained in the request for bids remains current.
- > If DOL modifies the DB wage determination more than 10 days prior to the bid opening, issue an addendum reflecting the modification.
- > If DOL modifies or supersedes the DB wage determination less than 10 days prior to bid opening and you cannot issue an addendum for the change, you must request a finding from Ohio EPA that there is not reasonable time to notify interested contractors of the modification of the wage determination. The Ohio EPA will give you a report of its findings.

After opening bids:

- > If the contract(s) aren't awarded within 90 days of the bid opening you must monitor www.wdol.gov on a weekly basis to ensure that wage determinations used in the bids remain current.
- > If the contract(s) aren't awarded within 90 days of the bid opening, any modifications or supersedes that DOL makes to the wage determination must be incorporated into the contract unless (1) you request an extension from Ohio EPA AND (2) Ohio EPA obtains an extension of the 90 day period from DOL pursuant to 29 CFR 1.6(c)(3)(iv).

After contracts are signed and during construction:

- > Review all subcontracts subject to DB entered into by prime contractors to verify that the prime contractor has required its subcontractors to include the applicable wage determinations.
- > DOL may issue a revised wage determination applicable to one or all of your contracts after the award of the contract or execution of the change order which incorporated DB requirements into the contract if DOL determines that you have failed to incorporate a wage determination or have used a wage determination that clearly does not apply to the contract. If this occurs, you shall either terminate the contract or change order and rebid the contract OR incorporate DOL's wage determination retroactive to the beginning of the contract by change order. The contractor must be compensated for any increases in wages resulting from the use of DOL's revised wage determination.
- > Periodically interview a sufficient number of employees entitled to DB prevailing wages (covered employees) to verify that contractors or subcontractors are paying the appropriate wage rates. As provided in 29 CFR 5.6(a)(6), all interviews must be conducted in confidence. You must use Standard Form 1445 or equivalent documentation to memorialize the interviews.
- > Establish and follow an interview schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, you must:
 - conduct all interviews in confidence.
 - conduct interviews with a representative group of covered employees within two weeks of each contractor or subcontractor's submission of its initial weekly payroll data and two weeks prior to the estimated completion date for the contract or subcontract.
 - conduct more frequent interviews if the initial interviews or other information indicates that there is a risk that the contractor or subcontractor is not complying with DB.
 - immediately conduct necessary interviews in response to an alleged violation of the prevailing wage requirements.
- > Periodically conduct spot checks of a representative sample of weekly payroll data to verify that contractors or subcontractors are paying the appropriate wage rates. You must:
 - establish and follow a spot check schedule based on your assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract.
 - spot check payroll data within two weeks of each contractor or subcontractor's submission of its initial payroll data and two weeks prior to the completion date the contract or subcontract at a minimum.
 - conduct more frequent spot checks if the initial spot check or other information indicates that there

is a risk that the contractor or subcontractor is not complying with DB.

- during the examinations, verify evidence of fringe benefit plans and payments thereunder by contractors and subcontractors who claim credit for fringe benefit contributions.

> Periodically review contractors' and subcontractors' use of apprentices and trainees to verify registration and certification with respect to apprenticeship and training programs approved by either the DOL or a state, as appropriate, and that contractors and subcontractors are not using disproportionate numbers of, laborers, trainees and apprentices. These reviews shall be conducted in accordance with the schedules for spot checks and interviews.

> Immediately report potential violations of the DB prevailing wage requirements to Andrew Lausted at EPA Region V at 312-886-0189 and to the appropriate DOL Wage and Hour District Office listed at <http://www.dol.gov/esa/contacts/whd/america2.htm>.

If contracts have already been signed and DB requirements need to be incorporated:

> If contracts have already been signed prior to WPCLF/WSRLA funding being provided, you must issue a change order, task order, work assignment or similar legally binding instrument and incorporate the appropriate DOL wage determination from www.wdol.gov as well as the required contract provisions into the contract(s).

> Initiate the contractor and subcontractor review and wage interview requirements as described above and provided in the **Contract And Subcontract Provisions**.

**Private For Profit Or Not For Profit (Non-Governmental) Entities
Recipient's Responsibilities**

The requirements, responsibilities and contract provisions for Private For Profit or Not For Profit Entities (Non-Governmental Entities) is exactly the same as for Municipal Or Other Local Governmental Entities EXCEPT for the following:

Prior to advertising for bids:

> Obtain the proposed wage determinations for specific localities from www.wdol.gov.

> Submit the wage determination to Ohio EPA for approval prior to inserting the wage determination into the solicitation unless subsequently directed otherwise by Ohio EPA.

Contract And Subcontract Provisions For Contracts In Excess Of \$2,000

The following language must be included in full in any contract in excess of \$2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a public building or public work, or building or work financed in whole or in part with WPCLF or WSRLA funds and which is subject to the labor standards provisions of any of the acts listed in §5.1:

NOTE: Modify the first sentence to include the name of the WPCLF/WSRLA funding recipient prior to including these provisions in the contract documents.

Wage Rate Requirements

As used in these provisions "subrecipient" means _____ (fill in WPCLF/WSRLA funding recipient name here).

(a) The following applies to any contract in excess of \$2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a public building or public

work, or building or work financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in § 5.1.

(1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

Subrecipients may obtain wage determinations from the U.S. Department of Labor's web site, www.wdol.gov.

(ii)(A) The subrecipient(s), on behalf of EPA, shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The EPA award official shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the subrecipient(s) agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the subrecipient(s) to the State award official. The State award official will transmit the report, to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department

of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the State award official or will notify the State award official within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the and the subrecipient(s) do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the award official shall refer the questions, including the views of all interested parties and the recommendation of the State award official, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account asset for the meeting of obligations under the plan or program.

(2) Withholding. The subrecipient(s), shall upon written request of the EPA Award Official or an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the

plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly, for each week in which any contract work is performed, a copy of all payrolls to the subrecipient, that is, the entity that receives the subgrant or loan from the State capitalization grant recipient. Such documentation shall be available on request of the State recipient or EPA. As to each payroll copy received, the subrecipient shall provide written confirmation in a form satisfactory to the State indicating whether or not the project is in compliance with the requirements of 29 CFR 5.5(a)(1) based on the most recent payroll copies for the specified week. The payrolls shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on the weekly payrolls. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the subrecipient(s) for transmission to the State or EPA if requested by EPA, the State, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the subrecipient(s).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the State, EPA or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency or State may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees --

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe

benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the EPA determines may 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

The following language must be included in full in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These provisions are to be included in addition to the provisions for contracts in excess of \$2,000. As used in these paragraphs, the terms laborers and mechanics include watchmen and guards.

(b) Contract Work Hours and Safety Standards Act. The following applies to any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. As used in these paragraphs, the terms laborers and mechanics include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a)(1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The subrecipient, upon written request of the EPA Award Official or an authorized representative of the Department of Labor, shall withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

Contract Provision For Contracts In Excess Of \$100,000 Subject ONLY To The Contract Work Hours And Safety Standards Act

In addition to the provisions for contracts in excess of \$2,000, for any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 CFR 5.1, you must insert clauses requiring:

(c) The following applies to any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 CFR 5.1.

The contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

The records shall be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Ohio EPA, EPA and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

Prevailing Wage Orientation Meeting

After award of contract the prime contractor and all approved subcontractors shall participate in a prevailing wage orientation meeting.

Date _____

I, _____ (Name of Signatory Party) _____ (Title)
do hereby state:

(1) That I pay or supervise the payment of the persons employed by _____ on the _____
(Contractor or Subcontractor)
_____ (Building or Work); that during the payroll period commencing on the _____ day of _____, _____, and ending the _____ day of _____, _____, all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said _____

_____ (Contractor or Subcontractor) _____ from the full weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 40 U.S.C. § 3145), and described below:

DB. 12

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:
(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

☐ — in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

☐ — Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NAME AND TITLE	SIGNATURE
THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.	

How to Correctly Fill Out a WH-347 Payroll Form

The completion of the WH-347 Payroll Form is optional; contractors may utilize their own payroll system as long as it conforms to the WH-347 Payroll Form and contains all the necessary information. If you utilize WH-347 Payroll Form as a pdf, saving it electronically aids in making any needed corrections.

U.S. Department of Labor
Employment Standards Administration
Wage and Hour Division

PAYROLL
(For Contractor's Optional Use; See Instructions at www.dol.gov/esa/whd/forms/wh347instr.htm)
Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.

NAME OF CONTRACTOR ☐ OR SUBCONTRACTOR ☐ Sample Construction Company

ADDRESS 385 West Drive, Madison WI 53703

OMB No.: 1215-0149
Expires: 12/31/2011

PAYROLL NO. 8

PROJECT AND LOCATION Robin Street Apartments, Delafield WI 53018

PROJECT OR CONTRACT NO. 3000

FOR WEEK ENDING 04/24/2010

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) EMPLOYMENT STATUS (1) FULL-TIME (2) SEASONAL (3) TEMPORARY (4) OTHER	(3) WORK CLASSIFICATION (e.g., Power Equipment Operator)	(4) DAY AND DATE							(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS				(9) NET WAGES PAID (GROSS AMOUNT EARNED MINUS TOTAL DEDUCTIONS) FOR WEEK	
			Sun	Mon	Tue	Wed	Thurs	Frid	Sat				FICA	State with- holding tax	Medicare	OTHER		
Alex Driver - ####	2	Power Equipment Bull Dozer Operator								2.00	\$62.83	\$1,422.84	\$161.00	\$185.15	\$50.31	\$85.00	\$2,012.46	\$1,374.03
										27.50	\$62.83	\$2,012.46	\$161.00	\$185.15	\$50.31	\$85.00	\$2,012.46	\$1,374.03

Check one of the boxes and list name of contractor or subcontractor

The last day of the payroll period.

Fill out completely with contractor or subcontractor address

The prime contractor should include the project number as listed in the loan

The name and location of project.

Indicate the days and dates of the pay period. (should match week ending directly above)

Payrolls must be numbered sequentially and should be based on the weeks worked under a contract.

Type the word "Final" when the last payroll is submitted for the project.

List each worker's name.

Only laborers and mechanics performing construction work under the contract should be listed.

Please note: Business Owners need only include their name, work classification including "owner" and the daily total hours worked.

Specify the job classification located in the contract wage decision and/or the corresponding job title.

List hourly wage rate and fringes paid in cash (not those paid to plans)

(For Contractor's Optional Use) See instructions at www.dol.gov/esa/whd/forms/wh347instr.htm

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.



Specify the net amount paid to the employee for the pay

Specify the total overtime and straight time hours worked on the project.

Must accurately reflect overtime and straight time hours worked under the contract.

Specify the gross earnings for the hours worked under the contract.

NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER OF WORKER)	CLASSIFICATION	(4) DAY AND DATE							TOTAL HOURS	RATE OF PAY	GROSS AMOUNT EARNED	(8) DEDUCTIONS			TOTAL DEDUCTIONS	NET AMOUNT PAID TO WORKER
		Sun	Mon	Tue	Wed	Thurs	Frid	Sat				FICA	WITHH.	OTHER		
Alex Driver - ####	Power Equipment Operator Bull Dozer Group 2								2.00	\$62.83	\$1,422.84	\$161.00		\$538.43	\$1,374.03	
Jason Worker - ####	General Laborer								27.50	\$132.18	\$2,012.46				\$1,233.07	
Shawn Worker - ####	Apprentice Carpenter 1st 6 mo. at 40%								4.00	\$170.75	\$1,707.75	\$136.06		\$577.71	\$1,406.18	
Roy Wrench - ####	Plumber								1.50	\$60.19	\$1,702.85	\$131.00	\$138.35	\$47.19	\$757.01	
Bart Turner - ####	Steamfitter								40.00	\$32.72	\$1,064.72	\$85.18	\$90.50	\$307.71	\$1,563.04	
									20.00	\$67.88	\$1,004.80				\$1,023.27	
										\$32.28	\$1,038.40	\$163.46	\$118.51	\$480.16		
									20.00	\$34.41	\$2,043.20					
	Power Equipment Rotary Drill Group 4									\$60.80	\$719.28	\$113.43	\$142.48	\$415.93		
									24.00	\$29.97	\$1,439.20		\$35.98			

While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to (40 U.S.C. § 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to furnish weekly a statement with respect to the wages paid each worker on the project. Contractors and subcontractors submitting a copy of a payroll to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information for compliance.

Public Burden Statement

If part of a worker's weekly wage was earned on projects other than the project described on this payroll, enter the gross amount earned on this contract in the top half of column 7. Enter the gross amount earned during the week for all projects in the bottom half.

Alex Driver worked 29.5 hours on this contract and 12.5 hours on another contract.
The gross wages earned on this project, \$1,422.84, is entered in the top half of column 7.
The gross wages earned on all projects, \$2,012.46, is entered in the

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) EXEMPTIONS WITHHOLDING	(3) WORK CLASSIFICATION	(4) DAY AND DATE							DEDUCTIONS							(9) NET WAGES PAID FOR WEEK		
			Sun 18	Mon 19	Tue 20	Wed 21	Thurs 22	Fri 23	Sat 24	TOTAL HOURS	RATE OF PAY	GROSS AMOUNT EARNED	FICA	WITH- HOLDING TAX	State with- holding tax	Medicare		OTHER	TOTAL DEDUCTIONS
Alex Driver - #####	2	Power Equipment Bull Dozer Group 2							2.00	\$62.83	\$1,422.84	\$85.15	\$185.15	\$156.97	\$50.31	\$85.00	\$638.43	\$1,374.03	
Jason Worker - #####	2	General Laborer							4.00	\$40.70	\$1,700.78	\$35.06	\$156.47	\$132.66	\$42.52		\$467.71	\$1,233.07	
Sharon Wood - #####	3	Carpenter							1.50	\$60.19	\$1,887.49	\$151.00	\$154.77	\$128.35	\$47.19		\$481.31	\$1,406.18	
Reggie Tree - #####	1	Apprentice Carpenter 1st 6 mo. at 40%							40.00	\$32.72	\$1,064.72	\$85.18	\$105.41	\$90.50	\$26.62		\$307.71	\$757.01	
Roy Wrench - #####	5	Plumber									\$1,004.80								
Roy Wrench - #####	5	Steamfitter							20.00	\$69.13	\$1,038.40	\$163.46	\$147.11	\$118.51	\$51.08		\$480.16	\$1,563.04	
Bart Turner - #####	1	Power Equipment Rotary Drill Group 4							24.00	\$60.80	\$719.28	\$115.41	\$142.48	\$122.33	\$35.98		\$415.53	\$1,023.27	

If an employee performs multiple work

If an employee performs multiple work classifications under the contract, use two or more lines to distinguish the different job classifications, hours worked, and hourly wage earned for each.

Combine the two classifications when recording the gross amount earned for this pay period, deductions, and net wages.

A registered apprentice performing work under a contract must be reported. The payroll must include the current pay scale & provide a copy of the apprenticeship agreement.

Provide explanation of "other" deductions on signatory page.



PAYROLL

Optional Use; See Instructions at www.dol.gov/esa/whd/forms/wh347
 used to respond to the collection of information unless it displays a currently valid OMB control number.

Division 108
 Date: 5-0149
 Date: 5/1/2011

ADDRESS 385 West Drive, Madison WI 53703

PROJECT OR CONTRACT NO. 3000

PROJECT AND LOCATION
 Robin Street Apartments, Delafield WI 53018

4/24/2010

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER OF WORKER)	(2) EMPLOYMENT CLASSIFICATION	(3) WORK CLASSIFICATION	(4) DAY AND DATE							(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS			(9) NET WAGES PAID FOR WEEK
			Sun	Mon	Tue	Wed	Thur	Frid	Sat				WITH- HOLDING TAX	FICA	OTHER	
			18	19	20	21	22	23	24				State with holding tax	Medicare	Other	
Alex Driver - #####	2	Power Equipment Bull Dozer Group 2								2.00	\$62.83	\$1,422.84	\$185.15	\$161.00	\$85.00	\$1,374.03
										27.50	\$81.32	\$2,012.46	\$156.97	\$50.31		
Jason Worker - #####	4	General Laborer								4.00	\$49.20	\$1,700.78	\$132.66	\$136.06		\$1,233.07
										40.00	\$70.19	\$1,700.78				
Sharon Wood - #####	3	Carpenter								1.50	\$60.19	\$1,887.49	\$128.35	\$151.00		\$1,406.18
										40.00	\$32.72	\$1,064.72				
Reggie Tree - #####	1	Apprentice Carpenter 1st 6 mo. at 40%								40.00	\$12.21	\$85.18	\$90.50	\$105.41		\$757.01
											\$67.88	\$1,004.80				
Roy Wrench - #####	5	Plumber								20.00	\$35.28	\$1,038.40				
											\$69.13	\$2,043.20	\$147.11	\$163.46		\$1,563.04
Roy Wrench - #####	5	Steamfitter								20.00	\$34.41	\$719.28				
											\$60.80	\$1,439.20	\$142.48	\$115.14		\$1,023.27
Bart Turner - #####	1	Power Equipment Rotary Drill Group 4								24.00	\$29.97					

While completion of Form 347 is required by the Department of Labor, 29 C.F.R. § 3145, contractors are not required to file this form with the Department of Labor. U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(a)(3)(i) require that employers provide a copy of this form to each laborer or mechanic who has been paid for work on a federal construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has received legally required wages and fringe benefits.

Fringe Benefits Statement

We estimate that is will take _____ hours to search existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding this burden estimate or any aspect of this collection of information, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, ESA, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W., Washington, D.C. 20210

(over)

Date 04/28/2010
I, Tiffany Payer Payroll Supervisor
(Name of Signatory Party) (Title)
do hereby state:

(1) That I pay or supervise the payment of the persons employed by
Sample Construction Company
(Contractor or Subcontractor) on the
Robin Street Apartments, Delafield WA; that during the payroll period commencing on the
18 day of 4, 2010 and ending the 24 day of 4, 2010
all persons employed on said project have been paid the full weekly wages earned, that no rebates have
been or will be made either directly or indirectly to or on behalf of said
Sample Construction Company
(Contractor or Subcontractor) from the full
weekly wages earned by any person and that no deductions have been made either directly or indirectly
from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part
3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 940,
63 Stat. 108, 72 Stat. 907, 76 Stat. 357; 40 U.S.C. § 3145), and described below:

Alex Driver - #### - other deductions - \$85 for child support

Explanation of "other"

(2) That any payrolls otherwise under this contract required to be submitted for the above period are
correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the
applicable wage rates contained in any wage determination incorporated into the contract; that the
classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide
apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of
Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a
State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:
(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS
☐ - In addition to the basic hourly wage rates paid to each laborer or mechanic listed in
the above referenced payroll, payments of fringe benefits as listed in the contract
have been or will be made to appropriate programs for the benefit of such
employees, except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

☒ - Each laborer or mechanic listed in the above referenced payroll has been paid,
as indicated on the payroll, an amount not less than the sum of the applicable
basic hourly wage rate plus the amount of the required fringe benefits as listed
in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION
Power Equipment Rotary Drill Group 4	paid directly to plan: health & dental at \$12.50 per hour and Pension at \$6.25 per hour

Explanation of
exception to
fringe benefits

REMARKS:

NAME AND TITLE Robert Sample, Owner	SIGNATURE
THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.	

CONTRACTOR FRINGE BENEFIT STATEMENT

Contract # /Project Name:	Contract Location:	Today's Date:
Contractor / Subcontractor Name:		Business Address:

In order that the proper Fringe Benefit rates can be verified when checking payrolls on the above contract, the hourly rates for fringe benefits, subsistence and/or travel allowance payment made for employees by the employer on the various classes of work are tabulated below. Please Include Apprentice Rates.

Classification:		Effective Date:	Subsistence or Travel Pay: \$
EMPLOYER PAID FRINGE BENEFITS	Health & Welfare \$ _____ hr	Paid To: Name of Plan/Fund/Program: Address:	
	Pension \$ _____ hr	Paid To: Name of Plan/Fund/Program: Address:	
	Vacation/Holiday \$ _____ hr	Paid To: Name of Plan/Fund/Program: Address:	
	Training \$ _____ hr	Paid To: Name of Plan/Fund/Program: Address:	
	Other \$ _____ hr	Paid To: Name of Plan/Fund/Program: Address:	

Classification:		Effective Date:	Subsistence or Travel Pay: \$
EMPLOYER PAID FRINGE BENEFITS	Health & Welfare \$ _____ hr	Paid To: Name of Plan/Fund/Program: Address:	
	Pension \$ _____ hr	Paid To: Name of Plan/Fund/Program: Address:	
	Vacation/Holiday \$ _____ hr	Paid To: Name of Plan/Fund/Program: Address:	
	Training \$ _____ hr	Paid To: Name of Plan/Fund/Program: Address:	
	Other \$ _____ hr	Paid To: Name of Plan/Fund/Program: Address:	

Supplemental statements must be submitted during the progress of the work should there be an increase or change in rates. Use additional sheets as necessary. (Attach a copy of your most recent premium transmittal (including copy of check submitted) into each of the above plans/funds/programs or a letter from the above plans/funds/programs reflecting current payment status).

I certify under penalty of perjury that fringe benefits are paid to the approved plans, funds or programs as listed above.

Name and Title	Signature and Date (Wet Signature Required)

PREVAILING WAGE NOTIFICATION TO EMPLOYEE

Project Name:		Job Number:	
Contractor:			
Project Location:			
Jobsite posting of prevailing wage rates located:			
Prevailing Wage Coordinator		Employee	
Name:		Name:	
Street:		Street:	
City:		City:	
State / Zip:		State / Zip:	
Phone:		Phone:	
You will be performing work on this project that falls under these classifications. You will be paid the appropriate rate for the type of work you are performing.			
Classification	Prevailing Wage Rate Total Package	Minus Your Fringe Benefits	Your Hourly Base Rate
Hourly fringe benefits paid on your behalf by this company.			
Fringe	Amount	Fringe	Amount
Health Insurance		Vacation	
Life Insurance		Holiday	
Pension		Sick Pay	
Bonus		Training	
Other		TOTAL HOURLY FRINGES	
Contractor's Signature:			Date:
Employee's Signature:			Date:

whpw1512

"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

BROH0001-004 06/01/2023

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 32.40	19.30

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

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

BROH0006-005 06/01/2024

CARROLL, COLUMBIANA (Knox, Butler, West & Hanover Townships), STARK & TUSCARAWAS

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 33.39	20.06

BROH0007-002 06/01/2024		
LAWRENCE		

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 33.39	20.06

BROH0007-005 06/01/2023		
PORTAGE & SUMMIT		

	Rates	Fringes
BRICKLAYER.....	\$ 32.40	19.30

BROH0007-010 06/01/2024		
PORTAGE & SUMMIT		

	Rates	Fringes
MASON - STONE.....	\$ 33.39	20.06

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

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

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

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

BROH0016-002 06/01/2023		

ASHTABULA, GEAUGA, and LAKE COUNTIES

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 32.40	19.30

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

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

BROH0032-001 06/01/2024		

GALLIA & MEIGS

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 33.39	20.06

BROH0035-002 06/01/2024		

ALLEN, AUGLAIZE, MERCER and VAN WERT COUNTIES

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 33.39	20.06

BROH0039-002 06/01/2024		

ADAMS & SCIOTO

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 33.39	20.06

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

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 COSHOCOTON, 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

CARP0171-001 05/01/2025		

MAHONING & TRUMBULL

	Rates	Fringes
CARPENTER.....	\$ 33.19	25.02

CARP0171-002 05/01/2025		

BELMONT, COLUMBIANA, HARRISON, JEFFERSON & MONROE

	Rates	Fringes
CARPENTER.....	\$ 32.50	26.19

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

CARP0285-001 05/01/2025		

CARROLL, STARK, TUSCARAWAS and WAYNE

	Rates	Fringes
CARPENTER.....	\$ 34.07	24.28

CARP0285-002 05/01/2025		

COSHOCOTON, HOLMES, KNOX & MORROW

	Rates	Fringes
CARPENTER.....	\$ 33.38	24.69

CARP0285-008 05/01/2025		

MEDINA, PORTAGE & SUMMIT

	Rates	Fringes
CARPENTER.....	\$ 37.18	25.07

CARP0351-005 05/01/2025		

LUCAS & WOOD

	Rates	Fringes
CARPENTER.....	\$ 35.44	27.56

CARP0351-006 05/01/2025		

	Rates	Fringes
CARPENTER DEFIANCE, FULTON, HANCOCK, HENRY, PAULDING & WILLIAMS COUNTIES.....	\$ 32.05	26.13

CARP0372-002 05/01/2025		

ALLEN, AUGLAIZE, HARDIN, MERCER, PUTNAM & VAN WERT

	Rates	Fringes
CARPENTER.....	\$ 31.80	26.33

CARP0435-005 05/01/2025		

ASHTABULA, CUYAHOGA, GEAUGA & LAKE

	Rates	Fringes
CARPENTER.....	\$ 38.57	24.64

CARP0735-001 05/01/2025		

ASHLAND, HURON & RICHLAND

	Rates	Fringes
CARPENTER.....	\$ 34.67	23.57

CARP0735-002 05/01/2025		

LORAIN

	Rates	Fringes
CARPENTER.....	\$ 38.42	24.01

CARP0735-004 05/01/2025		

ERIE

	Rates	Fringes
CARPENTER.....	\$ 36.71	24.14

CARP0744-001 05/01/2025		

CRAWFORD, OTTAWA, SANDUSKY, SENECA & WYANDOT

	Rates	Fringes
CARPENTER.....	\$ 33.74	27.05

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		

CARP1090-003 05/01/2025		

BELMONT, HARRISON, & MONROE

Rates	Fringes

Diver, Wet.....	\$ 58.52	24.91
Piledrivermen; Diver, Dry.....	\$ 39.01	24.91

CARP1090-004 05/01/2025

CARROLL, STARK, TUSCARAWAS & WAYNE

	Rates	Fringes
Diver, Wet.....	\$ 49.82	25.40
Piledrivermen; Diver, Dry.....	\$ 33.21	25.40

CARP1090-005 05/01/2025ASHLAND, 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

CARP1090-006 05/01/2025

COSHOCOTON, HOLMES, KNOX & MORROW

	Rates	Fringes
Diver, Wet.....	\$ 54.36	22.54
Piledrivermen; Diver, Dry.....	\$ 36.24	22.54

CARP1090-007 05/01/2025

MAHONING & TRUMBULL

	Rates	Fringes
Diver, Wet.....	\$ 50.85	24.82
Piledrivermen; Diver, Dry.....	\$ 33.90	24.82

CARP1090-008 05/01/2025

COLUMBIANA & JEFFERSON

	Rates	Fringes
PILEDRIVERMAN.....	\$ 39.01	24.91

CARP1090-009 05/01/2025CRAWFORD, 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

ELEC0008-002 05/27/2024DEFIANCE, 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

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

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

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

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

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

ELEC0082-002 12/02/2024

CLINTON, DARKE, GREENE, MIAMI, MONTGOMERY, PREBLE & WARREN
(Wayne, Clear Creek & Franklin Townships)

	Rates	Fringes
ELECTRICIAN.....	\$ 38.00	22.49

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

ELEC0129-003 02/24/2025

LORAIN (Except Columbia Township) & MEDINA (Litchfield &
Liverpool Townships)

	Rates	Fringes
ELECTRICIAN.....	\$ 42.95	18.81

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

ELEC0141-003 06/02/2025

BELMONT COUNTY

	Rates	Fringes
CABLE SPLICER.....	\$ 42.94	27.74
ELECTRICIAN.....	\$ 39.25	31.23

ELEC0212-003 11/26/2018		

BROWN, CLERMONT & HAMILTON

	Rates	Fringes
Sound & Communication Technician.....	\$ 24.35	10.99

ELEC0212-005 06/02/2025		

BROWN, CLERMONT, and HAMILTON COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 38.05	22.97

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-----
ELEC0245-003 01/01/2025DEFIANCE, 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.-----
ELEC0245-004 01/01/2025

ERIE COUNTY

	Rates	Fringes

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.

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.

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

ELEC0317-002 06/02/2025

GALLIA & LAWRENCE

	Rates	Fringes
CABLE SPLICER.....	\$ 32.68	18.13
ELECTRICIAN.....	\$ 41.15	29.35

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

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

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

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

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

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

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 COUNTIES

	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 Insert/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); 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.

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.

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

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

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

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

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

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

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

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

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

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

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

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 Barborton), TUSCARAWAS, & WAYNE

Rates Fringes

Ironworkers:Structural,
Ornamental and Reinforcing.....\$ 34.70 22.88

IRON0769-004 06/01/2025

ADAMS (Eastern Half), GALLIA, JACKSON (Southern Half), LAWRENCE & SCIOTO

Rates Fringes

IRONWORKER.....\$ 39.70 29.59

IRON0787-003 06/01/2025

ATHENS, MEIGS, MORGAN, NOBLE, and WASHINGTON COUNTIES

Rates Fringes

IRONWORKER.....\$ 36.10 24.65

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.

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

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)

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

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

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

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

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

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

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

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

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 Dayb. 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

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, cobbasting 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.

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

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

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

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

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

PLAS0109-001 06/01/2025

MEDINA, PORTAGE, STARK, and SUMMIT COUNTIES

	Rates	Fringes
PLASTERER.....	\$ 33.00	23.83

PLAS0109-003 06/01/2025

CARROLL, HOLMES, TUSCARAWAS, and WAYNE COUNTIES

	Rates	Fringes
PLASTERER.....	\$ 33.00	23.83

PLAS0132-002 07/01/2025

BROWN, BUTLER, CLERMONT, HAMILTON, HIGHLAND, WARREN COUNTIES

	Rates	Fringes
PLASTERER.....	\$ 31.35	17.65

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

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.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers.

0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE:

UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The "SU" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The "SA" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

- a) a survey underlying a wage determination
- b) an existing published wage determination
- c) an initial WHD letter setting forth a position on a wage determination matter
- d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210.

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END OF GENERAL DECISION
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