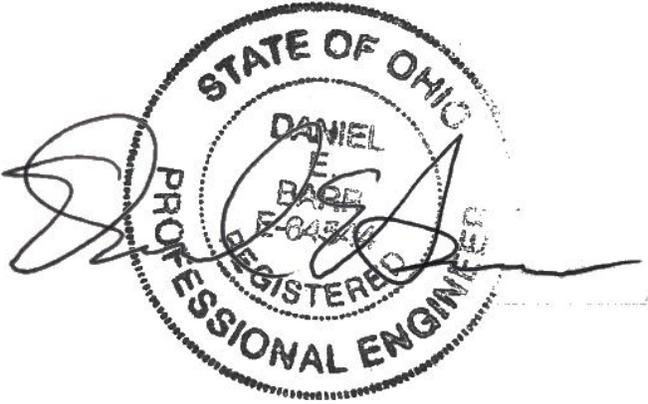


Johnson Island Water Main Extension
Village of Marblehead
WSRLA FUNDED PROJECT
December 2025



210900

VILLAGE OF MARBLEHEAD OFFICIALS

ADMINISTRATION

John Starcher, Mayor

Rhonda I. Sowers, Fiscal Officer Fiscal

James C. Barney, Solicitor

COUNCIL

Dean Dorko, President Pro-Tem

Dennis Kennedy

Matt Kovach

Angela Kukay

Maryann Sauvey

Lee Walker

ADVERTISEMENT FOR BIDS/PUBLIC NOTICE TO BIDDERS

Sealed bids will be received at the office of the Fiscal Officer, 513 West Main St., Marblehead, OH 43440 until 2:00 p.m. on February 3, 2026 and will be opened and read immediately thereafter for the

JOHNSON ISLAND WATER MAIN EXTENSION

OEPA/DEFA WSRLA FUNDED PROJECT

OPINION OF PROBABLE CONSTRUCTION COST:

CONTRACT A: \$2,200,000.00

CONTRACT B: \$5,400,000.00

SUBSTANTIAL COMPLETION DATES:

CONTRACT A: 210 DAYS FROM NOTICE TO PROCEED

CONTRACT B: 365 DAYS FROM NOTICE TO PROCEED

FINAL RESTORATION:

CONTRACTS A & B: 30 DAYS FROM SUBSTANTIAL COMPLETION

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 fifty Dollars (\$150.00) for hard copies and forty-five \$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.

This project will be funded by the Water Supply Revolving Loan Account 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: *Port Clinton News Herald*
and Village Website www.marbleheadohio.org/governmet/page/publiclegal-notice
December 15, 2025

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

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

- 7.2 The certified or cashier's check, irrevocable letter of credit, or bond shall be made payable to the Owner and shall serve as a guarantee that in the event the bid is accepted and a contract is awarded to the successful Bidder, the contract will be executed by the bidder including any certifications, certificates or additional bonds required by the contract.
- 7.3 Failure on the part of the successful Bidder to execute the contract documents will cause the certified or cashier's check, irrevocable letter of credit, or bond to be forfeited to the Owner as damages.
- A. If the Owner awards the contract without rebidding, the Bidder (and the Surety on their bond if a bond was submitted) shall be liable to the Owner for a penal sum not to exceed the difference between the low bid and the next lowest bidder or 10% of the amount of the bid, whichever is less.
 - B. If the Owner does not award the Contract to the next lowest Bidder, but resubmits the project for bidding; the Bidder (and the Surety on their bond if a bond was submitted) shall be liable to the Owner for a penal sum not to exceed the costs in connection with the resubmission of bids or 10% of the amount of the bid, whichever is less.
- 7.4 Checks or letters of credit for bid security of all bidders will be returned in the manner and timeframe stipulated in the O.R.C. Section 153.54 Bid guaranty to be filed with bid.

PART 8 CONTRACT BOND

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

PART 9 AWARD AND EXECUTION OF CONTRACT

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

PART 10 INSURANCE

- 10.1 Verification of limits for public liability, property damage, automobile, Worker's Compensation, or any other insurance required by the provisions of this Contract must be submitted to the Owner prior to execution of the Contract.
- 10.2 All insurance shall be endorsed so that it cannot be cancelled for non-payment of premium for 10 days or cancelled or non-renewed for any other reason in less than 30

days after a written notice of such proposed action by the insurer is given to the Owner. The cancellation clause on the Certificate(s) of Insurance shall read as specified in the Supplementary Conditions and failure to submit an insurance certificate and/or policy endorsement verifying same shall be reason for the Owner to consider the Contractor non-responsive in complying with the requirements for contract execution and may be cause for forfeiture of the Bid Security to Owner.

- 10.3 The Insurer's affording coverage shall be authorized to transact business in the State of Ohio and be listed on the most current Ohio Department of Insurance list of Ohio Licensed Companies.
- 10.4 The Contractor's Liability Insurance policy(s) shall be endorsed such that limits are on a Per Project basis.
- 10.5 The Contractor shall also provide an Owner's and Contractor's Protective Policy.

PART 11 NON-COLLUSION AFFIDAVIT

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

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

PART 12 DELINQUENT PERSONAL PROPERTY STATEMENT

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

PART 13 ORIGINAL DOCUMENTS

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

PART 14 ADDENDA

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

END OF SECTION 08/01/25

Prices to Include will be issued via Addendum.

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., the Ohio EPA Director and the Ohio Water
Development Authority Named as Additional Insured*
- B) CERTIFICATE OF INSURANCE FOR
OWNER'S AND CONTRACTOR'S PROTECTIVE POLICY**
Owner Named as Insured (No Additional Insured)
- C) CERTIFICATE OF WORKER'S COMPENSATION**
- D) CONTRACT BOND THAT COMPLIES WITH ORC 153.54 AND 153.57**

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

DELINQUENT PERSONAL PROPERTY STATEMENT

STATE OF _____)
) SS
COUNTY OF _____)

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

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

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

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

«ContractCAPName»

«ContractFirst» «ContractLast», «ContractTitle»

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

Notary Public

My Commission Expires: _____

ESCROW AGREEMENT FOR CONTRACTOR'S RETAINAGE

In accordance with a certain Contract between the «OwnerMuni», «OwnerState», (hereinafter referred to as "the Owner") and «ContractName», (hereinafter referred to as "the Contractor"), an Escrow Agent is hereby appointed to hold funds arising out of the Owner's agreement to pay retainage into an escrow fund, said Agent to be:

All retained funds will be placed with the above Escrow Agent from the date your Contract is certified as being 50% complete pursuant to Sections 153.13, and 153.14 and 153.63 Ohio Revised Code.

During the time the aforementioned retained funds are in the custody of the Escrow Agent, the Escrow Agent has authority to invest the escrow funds in the classes of securities listed below which, in the judgment of the Escrow Agent, allow for the least risk to capital preservation and provide for a reasonable income. The income from investment of the escrowed funds shall be accumulated in the escrow account.

- (a) Obligation issued or guaranteed as to interest and principal by the government of the United States, or obligations of the State of Ohio or any political subdivision thereof;
- (b) Obligations including certificates of deposit of any national bank located in this State and/or any bank as defined by Section 1101.01, O.R.C.;
- (c) Repurchase agreements fully secured by obligations of any kind specified in clauses (a) and (b) above; or
- (d) Interest in any money market fund or trust, the investments of which are generally restricted to obligations of any of the kind specified in clauses (a) through (c) above.

The Escrow Agent shall hold the escrowed principal and interest until receipt of notice from the Owner, or until receipt of an Arbitration Order or an Order of the Court of Claims, or other appropriate courts, specifying the amount of the escrowed principal to be released and the person to whom it is to be released. Upon receipt of such a request or order, the Escrow Agent shall, within 30 days, pay such amount of principal and interest earned on the retainage to the Contractor less the Escrow Agent's fee.

It is understood that the Escrow Agent shall have no duties, obligations, or liabilities hereunder other than to hold and invest said funds and to deliver them in accordance with the provisions hereof.

«ContractCAPName»

«ContractFirst» «ContractLast», «ContractTitle»

«OwnerCaps»

«OwnerFiscalFirst» «OwnerFiscalLast», «OwnerFiscalTitle»

ESCROW WAIVER

In accordance with a certain Contract between the «OwnerMuni», «OwnerState», (hereinafter referred to as "the Owner") and «ContractName», (hereinafter referred to as "the Contractor") it is mutually agreed by and between the parties hereto that because of the short-term duration of the within contract, no escrow account will be established pursuant to Sections 153.13, 153.14 and 153.63 of the Ohio Revised Code nor shall any interest be paid on any retainage.

«ContractCAPName»

«ContractFirst» «ContractLast», «ContractTitle»

«OwnerCaps»

«OwnerFiscalFirst» «OwnerFiscalLast», «OwnerFiscalTitle»

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: <input type="radio"/> ODOT <input type="radio"/> DAS/EDGE <input type="radio"/> Other: _____		Meets/ exceeds EPA certification standards? <input type="radio"/> YES <input type="radio"/> NO <input type="radio"/> 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.

**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 Contactor 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

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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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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,	\$2,000,000
Each Occurrence	

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 Ottawa County Court of Common Pleas. Arbitration will be entered into only if agreed upon in writing by both parties.

END OF SECTION

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SECTION 5
SPECIFICATIONS

SECTION 011100 - SUMMARY OF WORK

PART 1 - GENERAL

1.1 LOCATION OF THE PROJECT

- A. The project is located on Johnsons Island in the Village of Marblehead in Ottawa County.

1.2 PROJECT DESCRIPTION

- A. The project consists of the installation of 12" HDPE waterline across the Sandusky Bay and 8" of PVC waterline to serve Johnsons Island. Project includes the installation of service lines, corporation and curb stops, hydrants, and valves. All roads will require repairs or replacement in the project.

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 Drawings and in these specifications.

END OF SECTION 011100

SECTION 013223 – SURVEY AND LAYOUT DATA

PART 1 - GENERAL

1.1 STAKING

- A. The Contractor shall hire a surveyor licensed in the state the work is to be installed to provide all reference points not already established and staking. The Contractor shall protect and preserve the established staking and reference points as long as required for installation of the work and field verifications by any party. The Contractor's surveyor shall replace and accurately relocate all staking and reference points so lost, destroyed or moved.

1.2 LAYOUT OF WORK

- A. The Contractor shall lay out his work and be responsible for correct locations, elevations and dimensions of all work executed by him under this Contract. The Contractor must exercise proper precautions to verify the figures shown on the Drawings before laying out the work and will be held responsible for any error resulting from his failure to exercise such precaution. The Contractor shall insure the new construction aligns with any existing work.

END OF SECTION 013223

SECTION 013319 - FIELD TEST REPORTING

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes, but is not limited to, services performed by *(an independent)* *(a)* 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 *(as scheduled herein)* *(at the discretion of the Owner)*.
- C. Inspections, tests, and related actions specified in this section and elsewhere in the contract documents are not intended to limit the Contractor's own quality control procedures and testing, which facilitate overall compliance with requirements of the contract documents. Requirements for the Contractor to provide quality control services as required by the Engineer, the Owner, governing authorities, or other authorized entities are not limited by the provisions of this Section.
- D. The Contractor is required to cooperate with the *(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. Water distribution systems.

1.3 SELECTION AND PAYMENT

- A. The Owner will employ and pay for services of *(an independent) (a)* testing laboratory to perform specified testing separate and apart from this contract. Payment for the samples or materials submitted shall be considered incidental to the related work bid item.
- 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*) (*specialist*) and responsible officer.
- B. Submit copy of the testing laboratory's evaluation report issued by one of the evaluation authorities identified in Article 1.6 of this Section with memorandum of remedies of any deficiencies reported by the inspection.
- C. Submit the chain of custody and other QA/QC procedures for each test to be utilized by the laboratory.
- D. Submit a sample test report for review by the Engineer to demonstrate conformance with Article 3.2 herein.

1.6 QUALITY ASSURANCE

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

1.7 RESPONSIBILITIES

- A. Testing Laboratory Responsibilities:
 - 1. Provide qualified personnel at the site. Cooperate with the Engineer and Contractor in performance of services.
 - 2. Perform specified sampling and testing of products in accordance with the specified standards.
 - 3. Ascertain compliance of materials and mixes with requirements of the contract documents.
 - 4. Immediately notify the Engineer and Contractor of observed irregularities or nonconformance of work or products.
 - 5. Perform additional tests required by the Engineer.
 - 6. Testing personnel are to report to the Engineer or his representative upon arrival on site for instructions and requirements. Prior to leaving the site, furnish the Engineer or his representative all test results whether in a formal or informal format.

7. Attend preconstruction meetings and progress meetings.
- B. Contractor Responsibilities:
1. Provide access to materials proposed to be used which require testing.
 2. Cooperate with laboratory personnel and provide access to the work (*and to manufacturers' facilities*).
 3. Provide incidental labor and facilities:
 - a. To provide access to work to be tested.
 - b. To obtain and handle samples at the site or at the source of products to be tested.
 - c. To facilitate tests.
 - d. To provide storage and curing of test samples as required by the testing laboratory.
 4. Notify the Engineer (*and laboratory*) 24 hours prior to expected time for operations requiring testing services for scheduling purposes. Materials will not be permitted to be placed without the proper testing being performed in conformance with this Section.

1.8 LIMITS OF LABORATORY AUTHORITY

- A. The laboratory may not release, revoke, alter, or enlarge the requirements of the contract documents.
- B. The laboratory may not approve or accept any portion of the work.
- C. The laboratory may not assume any duties of the Contractor.
- D. The laboratory has no authority to stop the work.

1.9 SCHEDULE OF TESTS

Testing anticipated on this project shall include, but is not limited to:

- A. Earthwork
 1. Special backfill material sieve analysis per ASTM C-136, one test per source.
 2. On-site trench backfill analysis per ASTM D-2487, as directed by Engineer.
 3. Pipe bedding and cover sieve analysis per ASTM C-136, one test per source.
 4. Drainage fill sieve analysis per ASTM C-136, one test per source.
 5. Soil compaction per ASTM D-698.
 - a. Embankment testing shall be at least one (1) test/5,000 S.F. of each lift;
 - b. Trench backfill testing shall be at least one (1) test/50 L.F. of each lift;
 - c. Subgrade and/or subbase testing shall be at least one (1) test/200 L.F. of pavement or 5,000 S.F. of slabs subject to greater frequency due to soil conditions or Engineer's direction.

6. Backfill compaction per ASTM D-4253 and D-4254, one test per 50 L.F. of each lift.
7. Low Strength Mortar testing per ASTM D-4832.

B. Concrete

1. Concrete aggregate deleterious substances per ASTM C-40, ASTM C-117, and ASTM C-142, one test per source.
2. Concrete aggregate abrasion per ASTM C-535, one test per source.
3. Sodium sulfate soundness of coarse aggregate per ASTM C-88, one test per source.
4. Sampling Fresh Concrete: ASTM C-172, except modified for slump to comply with ASTM C 94.
 - a. When cylinders and/or beam samples are made, the slumps and air test shall be made using concrete from the same batch.
 - b. Slump: ASTM C-143; one test at point of discharge for each day's pour of each type of concrete; additional tests when concrete consistency seems to have changed.
 - c. Air Content: ASTM C-173, volumetric method of lightweight concrete; ASTM C-231 pressure method for normal weight concrete; at least one for each pour of each type of air-entrained concrete, and each time a set of compression test specimens is made.
 - d. Concrete Temperature: ASTM C-1064, test hourly when air temperature is 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 (100) 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 Water Main and Force Main
- a. The pipe to be tested must be sufficiently backfilled to prevent movement while under test pressure.
 - b. Joint restraint at fittings should be permanent and constructed to withstand test pressure. If concrete thrust blocks are used, sufficient time must be allowed before testing to permit the concrete to cure. A cure time of seven (7) days is recommended when Type I Portland Cement is used; three (3) days is recommended when Type III high-early Portland Cement is used.

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

9. Manhole Vacuum Testing

- a. Temporarily plug all pipe entering the manhole. Each plug must be installed at a location beyond the manhole/pipe gasket (i.e. outside the manhole wall), and shall be braced to prevent the plug or pipe from being drawn into the Manhole.
- b. The test head shall be placed inside the rim of the cast iron frame at the top of the manhole and inflated, in accordance with the manufacturer's recommendations.
- c. A vacuum of at least 10 inches of mercury (10" Hg) shall be drawn on the manhole. Shut the line on the vacuum line to the manhole and shut off the pump or disconnect the vacuum line from the pump.
- d. The pressure gauge shall be liquid filled, having a 3.5" diameter face with a reading from zero to thirty inches of mercury.
- e. The manhole shall be considered to pass the vacuum test if the vacuum reading does not drop more than 1" Hg (i.e from 10" to 9" Hg) during the Table 1 minimum test time.

- f. If a manhole fails the vacuum test, the manhole shall be repaired with non-shrinkable grout or other material or method approved by the engineer. The manhole surfaces shall be properly prepared prior to any repairs. Once the repair material has cured according to the manufacturer's recommendations, the vacuum test shall be repeated. This process shall continue until a satisfactory test is obtained.
- g. All temporary plugs and braces shall be removed after each test.

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

**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. _____ PIPE MATERIAL: _____
BASE PRESSURE: 4.0 P.S.I.G. _____
 (See Table I or Table II for Reference) (Note: No test shall exceed 9.0 P.S.I.G.)

PIPE SECTION UNDER TEST		PIPE DIAMETER	PIPE LENGTH	GROUND WATER DEPTH	BASE P.S.I.G. PLUS GROUND WATER ADJ. (+/- 2.31=P.S.I.G.)	TEST TIME DURATION	TEST START TIME	TEST STOP TIME	TEST TIME ELAPSED	PASS FAIL P or F
UPSTREAM MH/STATION	DN-STREAM MH/STATION									

*Identify any section(s) that failed:
 *Leak (was) (was not) located. Method used:
REMARKS:

TABLE I

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

1 Pipe Diame ter (Inche s)	2 Minim um Time (Min:S ec)	3 Length for Minim um Time (Ft.)	4 Time for Longer Length (Sec)	Specification Time for Length (L) Shown (Min:Sec)								
				100 Ft.	150 Ft.	200 Ft.	250 Ft.	300 Ft.	350 Ft.	400 Ft.	450 Ft.	
4	3:46	597	.380 L	3:46	3:46	3:46	3:46	3:46	3:46	3:46	3:46	3:46
6	5:40	398	.854 L	5:40	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	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	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	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	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	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	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	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	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	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	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	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	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	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	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	641:04

for size and length of pipe indicated for Q = 0.0015

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

TABLE II

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

1 Pipe Diameter (Inches)	2 Minimum Time (Min:Sec)	3 Length for Minimum Time (Ft.)	4 Time for Longer Length (Sec)	Specification Time for Length (L) Shown (Min:Sec)							
				100 Ft.	100 Ft.	100 Ft.	100 Ft.	100 Ft.	100 Ft.	100 Ft.	100 Ft.
4	1:53	597	.190 L	1:53	1:53	1:53	1:53	1:53	1:53	1:53	1:53
6	2:50	398	.427 L	2:50	2:50	2:50	2:50	2:50	2:50	2:51	3:12
8	3:47	298	.760 L	3:47	3:47	3:47	3:47	3:48	4:26	5:04	5:42
10	4:43	239	1.187 L	4:43	4:43	4:43	4:57	5:56	6:55	7:54	8:54
12	5:40	199	1.709 L	5:40	5:40	5:42	7:08	8:33	9:58	11:24	12:50
15	7:05	159	2.671 L	7:05	7:05	8:54	11:08	13:21	15:35	17:48	20:02
18	8:30	133	3.846 L	8:30	9:37	12:49	16:01	19:14	22:26	25:38	28:51
21	9:55	114	5.235 L	9:55	13:05	17:27	21:49	26:11	30:32	34:54	39:16
24	11:20	99	6.837 L	11:24	17:57	22:48	28:30	34:11	39:53	45:35	51:17
27	12:45	88	8.653 L	14:25	21:38	28:51	36:04	43:16	50:30	57:42	64:54
30	14:10	80	10.683 L	17:48	26:43	35:37	44:31	53:25	62:19	71:13	80:07
33	15:35	72	12.926 L	21:33	32:19	43:56	53:52	64:38	75:24	86:10	96:57
36	17:00	66	15.384 L	25:39	38:28	51:17	64:06	76:55	89:44	102:34	115:23
42	19:54	57	20.942 L	34:54	52:21	69:49	87:15	104:42	122:10	139:37	157:04
48	22:47	50	27.352 L	45:35	68:23	91:11	113:58	136:46	159:33	182:21	205:09
54	25:31	44	34.618 L	57:42	86:33	115:24	144:15	173:05	201:56	230:47	259:38
60	28:20	40	42.738 L	71:14	106:51	142:28	178:05	213:41	249:18	284:55	320:32

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

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
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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 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 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 Engineer 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 Engineer so orders, and shall not be re-employed unless express permission be given by the Engineer. 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 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

- B. Shop Drawings
- C. Samples
- D. Quality Control Submittals
 - 1. Design Data
 - 2. Test Reports
 - 3. Certificates
 - a. Seed
 - b. Fertilizer
 - c. Limestone
 - 4. Manufacturer's 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.

1.7 MAINTENANCE

- A. Maintenance Service
 - a. Contractor shall be responsible to install and maintain all erosion control practices in place during constructions. Erosion control practices shall be in accordance with ODNR division of Soil and Water Conservation.

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:

Mulch	Rates		Notes
	Per Acre	Per 1000 ft ²	
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 400 yds.³ 9 - 10 yds.³
temporary)

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 70 yds.³ 1½ - 2 yds.³
Bark
(temporary
mulch only)

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

2.3 FERTILIZER

- A. All fertilizers 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:

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

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

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

2.10 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 to 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 seedings with adequate water for plant growth until they are firmly established. This is especially true when seedings 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 017800 - FINAL COMPLIANCE AND SUBMITTALS

PART 1 - GENERAL

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

END OF SECTION 017800

SECTION 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 them, all construction plant used by them, 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 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 024119 - REMOVAL OF STRUCTURES AND OBSTRUCTIONS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division 1 Specification sections, apply to work of this section.

1.2 DESCRIPTION OF WORK

- A. This section includes removal of pavement, piping, and equipment necessary to clear space for new construction and/or to rehabilitate existing construction.

1.3 REQUIREMENTS OF REGULATORY AGENCIES

- A. State and local code requirements shall control the disposal of debris resulting from the removal operation.

1.4 PROTECTION

- A. Structures shall be removed in such a manner as not to damage portions of the existing structure which are to remain in place.

PART 2 - PRODUCTS (NOT APPLICABLE)

PART 3 - EXECUTION

3.1 PAVEMENTS, SIDEWALKS, CURBING, SIMILAR STRUCTURES

- A. Removal of existing pavements, sidewalks, curbing, and similar structures shall end at an existing joint or a sawed joint. Sawed joints shall be straight, neat and free from chipped or damaged edges.
- B. For removal of reinforced or non-reinforced concrete, the minimum depth of saw cut shall be 3 in.
- C. For removal of reinforced concrete, the depth of saw cut shall be sufficient to cut the steel.
- D. If the concrete is coated with a bituminous surface or other material, the depth shall be sufficient to cut into the concrete, not including the coating depth, as specified above.

3.2 EXCAVATION OF RIGID PAVEMENT

- A. The Contractor shall excavate rigid pavement, consisting of concrete or concrete base with a wearing surface of brick or bituminous concrete, wherever such excavation is required for the purpose of this Contract.
- B. Pavement shall be excavated to neat lines and, only to widths required for trenches, for pipe laying and for construction of structures. Adequate provision shall be made to prevent settlement and breakage of pavement beyond the approved limits of excavation.
- C. All pavement broken or damaged beyond the limits above stated, or the approved extension thereof, shall be replaced by the Contractor at his expense.

3.3 CATCH BASINS, INLETS AND SIMILAR STRUCTURES

- A. Existing drainage structure designated by the Engineer to be removed shall be completely removed.
- B. Abandoned sewers shall be sealed and made watertight with approved masonry bulkheads.
- C. All castings salvaged from abandoned or removed drainage structures shall remain the property of the Owner and shall be cleaned and transported by the Contractor to a site designated by the Engineer or incorporated in the work where called for on the Drawings, scheduled, or so directed.

3.4 FENCE

- A. Where so required by the Drawings, existing fence shall be carefully dismantled and stored for reuse or for salvage by the Owner.
- B. Wood posts and other materials not considered salvageable by the Engineer shall be disposed of by the Contractor.
- C. The Contractor will be required to replace, at no cost to the Owner, material lost or damaged by negligence or by the use of improper methods.

3.5 EQUIPMENT REMOVAL

- A. All equipment, valves, piping, fittings, and miscellaneous steel structures that are removed shall remain the property of the Owner and shall be stored at site selected by the Owner. The Owner reserves the right to require the Contractor to dispose of certain unwanted portions of removed equipment and materials. The Owner shall have the right to reject any or all materials removed during construction, and the Contractor shall haul

away and dispose of these materials in a suitable manner at no additional cost to the Owner.

3.6 DISPOSAL OF DEBRIS

- A. All debris resulting from demolition operations; i.e., broken concrete, masonry, pipe, miscellaneous metal, trees and brush, equipment, etc., shall be disposed of offsite.
- B. The Contractor shall police the hauling of debris to insure that all spillage from haul trucks is promptly and completely removed.

3.7 BACKFILLING

- A. All trenches, holes, and pits resulting from the removal and abandonment of any structure or obstruction shall be backfilled and compacted in accordance with the requirements of Section 312323.14.

END OF SECTION 024119

SECTION 024119.16 - MINOR ALTERATION 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.

1.2 DESCRIPTION OF WORK

- A. Alteration work is indicated on the drawings.

1.3 QUALITY ASSURANCE

- A. Test materials to be used in making repairs for compatibility with existing materials. Do not proceed with repairs until Engineer approves tests. Do not use incompatible materials.

1.4 JOB CONDITIONS

- A. Disconnecting Services:

- 1. Notify Owner and authorities owning or controlling affected services before starting operations.

- B. Movement, settlement, and other damage to existing building due to alterations work:

- 1. Be solely responsible for: correct damage from inadequate, improper, or careless construction procedures, or inadequate shoring, bracing, support or protection.

- C. Differing conditions:

- 1. Should materials, systems or conditions be encountered that differ from those indicated, immediately notify Engineer and do not proceed without instructions.

PART 2 - PRODUCTS

2.1 SALVAGED MATERIALS AND ITEMS

- A. Materials and items to be reused:

1. Reinstall materials and items so shown, or which are removed to make it possible to do the work, in the same location from which removed unless indicated otherwise.

B. Preparing for reuse:

1. Clean salvaged materials and items that will be reinstalled. Reused materials shall be in good condition without objectionable chips, cracks, splits, checks, dents, scratches, or other defects. Operating items shall operate properly.

2.2 NEW MATERIALS

A. General:

1. Provide new materials to match existing adjacent materials for closing of openings, repairs, and reconstruction where suitable salvaged materials do not exist or are insufficient in quantity to complete the work, or where reuse is not permitted. New materials to match existing shall be same types, sizes, qualities, and colors, as existing materials.

- B. Materials for repairing existing surfaces, but not otherwise specified, shall conform to the highest standards of trade involved, and be in accordance with approved industry standards.

PART 3 - EXECUTION

3.1 ALTERATIONS, PATCHING AND REPAIRS

A. General:

1. Patches and repairs shall not be discernible from normal viewing distance.

B. Restoring existing finishes:

1. Restore finishes damaged or defaced because of cutting, patching, demolition, alteration, or repair work, to condition equal to that before work began. Where work exposes damaged or unfinished surfaces, repair and finish or refinish, or remove the damaged or unfinished materials, and provide new or salvaged, acceptable, matching materials, to make continuous areas and surface uniform.

C. Workmanship:

1. Perform new work, and restore and refinish existing work to comply with applicable requirements of the specifications. Workmanship for repairing existing materials not otherwise specified shall conform to similar workmanship existing in or adjacent to space where alterations are to be made. Reinstall salvaged items where no similar items exist, in accordance with the highest standards of trade involved and in accordance with approved shop drawings.

END OF SECTION 024119.16

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, 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.

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 REGULATORY REQUIREMENTS

- A. Conform to all applicable state and local codes for work and disposal of debris.

1.4 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.

1.5 JOB CONDITIONS.

- A. Existing Conditions
 - a. Existing ground elevations of the site are shown by figures and/or by contours on the Drawings. The contours and elevations of the present ground are believed to be reasonably correct, but do not purport to be absolutely so, and, together with any schedule of quantities, are presented only as an approximation. The Contractor shall satisfy himself, however, by actual examination on the site of the Work, as to the existing elevations and contours, and the amount of work required.
- B. Verify the location, grade and elevation of all utilities, service connections and other buried and surface features prior to working in the area.
- C. Locations shown on the Drawings shall be followed as closely as possible. Exact positions shall be subject to and adjusted to interferences with other work and utilities. Should major difficulties prevent the installation of any part of this portion of the Project, such conditions shall be brought to the attention of the Del-Co, who will determine final locations.

1.6 SUBMITTALS

- A. Comply with all provisions of Section 013323, Shop Drawings and Submittals.
- B. Product Data:
 - 1. Provide technical data for all materials provided demonstrating conformance with the requirements of this section and the approved drawings.
 - 2. Provide gradation curves from an independent laboratory for all select fill and other manufactured soil materials demonstrating compliance with the specifications. Source quality laboratory test of all fill materials as required to show compliance with material specifications.
- C. RECORD DRAWINGS
 - 1. Provide record of location of all encountered buried utilities remaining or rerouted. Include horizontal and vertical dimensions and elevations.

1.7 CODES AND STANDARDS

- A. ASTM D698 Test Method for Moisture-Density Relations of Soils and Soil-Aggregate Mixtures Using a 5.5-Pound Rammer and 12-inch Drop. AASHTO M 43 Standard Specification for Size of Aggregate for Road and Bridge Construction
- B. ASTM D1556 Test Method for Density of Soil in Place by the Sand Cone Method.
- C. ASTM D2167 Test Method for Density of Soil and Unit Weight of Soil in Place by the Rubber Balloon Method.
- D. ASTM D2487 Classification of Soils for Engineering Purposes.
- E. ASTM D2922 Test Methods for Density of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depths).
- F. State of Ohio, ODOT Construction and Material Specifications

1.8 QUALITY ASSURANCE

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

1.9 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.

1.10 SEQUENCING AND SCHEDULING

- A. Refer to 013319 for testing laboratory service scheduling.

1.11 PROHIBITION OF EXPLOSIVES

- A. The use of explosives is not permitted.

1.12 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 SOIL MATERIAL DEFINITIONS

- A. TOPSOIL
 1. Loose, friable loam material free of clay lumps, stones, weeds and roots.
 2. Conformance: ODOT Item No. 653.02
- B. SUITABLE EARTH FILL
 1. Naturally occurring on-site sand, clay or gravel free from trash, roots, debris, excessive moisture, objects larger than 4 inches or other deleterious materials.
 2. Material shall be approved by Del-Co for use.
- C. SUITABLE PIPE BEDDING INITIAL BACKFILL MATERIAL
 1. Naturally occurring on-site sand or clay free from trash, roots, debris, organic material, excessive moisture, deleterious material, and objects larger than $\frac{3}{4}$ inch.

D. SUITABLE SUBGRADE

1. Natural, dense, undisturbed soil, free of organic material, excessive moisture, soft areas and roots larger than 1/8 inch.
2. Subgrade shall be approved by Del-Co prior to placing fill.

E. SELECT FILL MATERIALS

1. No. 2 stone
 - a. Gravel, pit run, or crushed stone, washed, free of clay, shale, friable materials and debris.
 - b. Conformance: ODOT Item No. 703.01
 - c. Graded per ASTM C136/ASSHTO M43 Size 2 shown below:

U.S. Sieve Size	Percent Passing
3 inch	100
2 ½ inch	90-100
2 inch	35-70
1 ½ inch	0-15
¾ inch	0-5

2. No. 57 stone
 - a. Gravel, pit run, or crushed stone, washed, free of clay, shale, friable materials and debris.
 - b. Conformance: ODOT Item No. 703.01
 - c. Graded per ASTM C136/ASSHTO M43 Size 57 shown below:

U.S. Sieve Size	Percent Passing
1 ½ inch	100
1 inch	90-100
½ inch	25-60
No. 4	0-10
No. 8	0-5

3. No. 8 Stone
 - a. Gravel, pit run, or crushed stone, washed, free of clay, shale, friable materials and debris.
 - b. Conformance: ODOT Item No. 703.01
 - c. Graded per ASTM C136/ASSHTO M43 Size 8 shown below:

U.S. Sieve Size	Percent Passing
½ inch	100
3/8 inch	85-100
No. 4	10-30
No. 8	0-10
No. 18	0-5

4. Granular Trench Backfill – Aggregate Base

a. State of Ohio, ODOT Item 304 Aggregate Base, grading shown below:

U.S. Sieve Size	Percent Passing
2 inch	100
1 inch	70-100
¾ inch	50-90
No. 4	30-60
No. 30	9-33
No. 200	0-13

5. Asphalt Concrete Base

a. State of Ohio, ODOT Item 301 Aggregate Base, grading shown below:

U.S. Sieve Size	Percent Passing
2 inch	100
1 inch	75-100
½ inch	50-85
No. 4	25-60
No. 8	15-45
No. 16	10-35
No. 50	3-8
No. 200	1-7

6. Stabilized Crushed Aggregate

a. State of Ohio, ODOT Item No. 411 Stabilized Crushed Aggregate, grading shown below:

U.S. Sieve Size	Percent Passing
1 ½ inch	100
¾ inch	85-100
3/8 inch	60-90
No. 4	30-90
No. 30	3-20

7. Controlled Density Fill (a.k.a. Flowable Fill, K-Crete)

a. State of Ohio, ODOT Item No. 613 Low Strength Mortar Backfill, Type 2, mix shown below:

Cement ASTM 150:	100 LBS/CY
Fine Aggregate:	2420 LBS/CY
Water:	210-300 LBS/CY
Air Entrainment:	5%

b. Other mix designs that meet the general requirements of the mix design may be submitted for approval by Del-Co and the roadway authority.

2.2 SAND PIPE EMBEDMENT

- A. Fine aggregate consisting of natural sand meeting the gradation requirements of ODOT Item 703.02.A.2 or shown on the Drawings. The material shall not be lumpy or frozen, and shall be free from slag, cinders, ashes, rubbish, and other deleterious or objectionable material. Sand shall not contain a total of more than 10% by weight of loam and clay.

2.3 ONSITE BACKFILL

- A. Excavated soil material, capable of meeting specified compaction, and approved by the Engineer for use as backfill in designated locations.
- B. Based upon subsurface investigation, the Owner does not guarantee the onsite soils in its present state consists of the proper moisture content to achieve the specified compaction without drying or adding water.
- C. Unsuitable Backfill Material
 - 1. Onsite materials that are unsuitable for backfill, unless otherwise specifically shown in the Drawings, include rock or other materials greater than six (6) inches in their largest dimension, pavement, rubbish, debris, wood, metal, plastic, frozen earth, and the following soils classified per ASTM D-2487:

Symbol	Description
OL	Organic silts and organic silty clays of low plasticity
MH	Inorganic silts, micaceous or diatomaceous fine sands or silts, elastic silts
CH	Inorganic clays of high plasticity, fat clays
OH	Organic clays of medium to high plasticity
PT	Peat, muck, and other highly organic soils

2.6 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.

PART 3 - EXECUTION

3.1 PROTECTION

A. GENERAL

1. Protection of Persons and Property
 - a. Barricade open excavations occurring as part of this Work and post with warning lights. Operate warning lights during hours from dusk to dawn each day and as otherwise required by state or local agencies.
 - b. Protect structures, utilities, sidewalks, pavements, and other properties from damages caused by settlement, vibrations, lateral movement, undermining, washout and other hazards created by excavation operations.
 - c. Comply with the requirements of all agencies having traffic control authority.
 - d. Protect trees and other plants that are to remain from damage.
 - e. Restore damaged improvements, including drainage tile, according to the requirements of the Contract Documents.
2. Existing Utilities Protection
 - a. Locate existing underground utilities in the areas of Work. If utilities are to remain in place, provide adequate means of protecting during excavation operations.
 - b. Should uncharted or incorrectly charted piping or other utilities be encountered during excavation, consult Del-Co immediately. Cooperate with Del-Co and public or private utility companies in keeping their respective services and facilities in operation. Repair damaged utilities to the satisfaction of the utility owner.
 - c. Do not interrupt existing utilities occupied and used by Del-Co or others, except when permitted. Provide temporary utility services as required by the utility.

3.2 EXCAVATION

A. GENERAL

1. Remove and properly dispose of all unsatisfactory or surplus materials encountered during construction activities.

2. Unauthorized excavation consists of removal of materials beyond the required subgrade elevation or side dimensions without the specific direction by Del-Co.
 - a. Barricade open excavations occurring as part of this Work and post with warning lights. Operate warning lights during hours from dusk to dawn each day and as otherwise required by state or local agencies.
- B. TOPSOIL STRIPPING
1. Strip topsoil to whatever depths encountered in a manner to prevent intermingling with the underlying subsoil or other objectionable material.
 - a. Remove heavy growths of grass from areas before stripping.
 - b. Stop topsoil stripping at a sufficient distance to prevent damage to the main root system where trees are indicated not to be disturbed.
 2. Stockpile topsoil in storage piles within easements, in areas shown, or where otherwise directed by Del-Co. Construct storage piles to freely drain surface water.
- C. STABILITY OF EXCAVATIONS
1. Slope the sides of excavations to comply with federal, state, and local codes, ordinances and authorities having jurisdiction. Shore and brace where sloping is not possible either because of space restrictions or stability of material excavated.
 2. Maintain sides and slopes of excavations in a safe condition until completion of backfilling.
- D. SHORING AND BRACING
1. Design and provide shoring and bracing to comply with local codes and authorities having jurisdiction.
 2. Shoring and bracing
 - a. Provide materials for shoring and bracing, such as sheet piling, soldier beams, stringers, rakes, walers and cross-braces, etc., in good serviceable condition.
 - b. Maintain shoring and bracing in excavations regardless of the period excavations will be open. Advance shoring and bracing as the excavation progresses.
- E. DEWATERING
1. Prevent surface water and subsurface or groundwater from flowing into the excavations and flooding the Project work area and surrounding area.
 2. Do not allow water to accumulate in excavations. Remove water from excavations to prevent softening of foundation bottoms, undercutting of footings, and compromising the stability of subgrades and foundations. Provide and maintain pumps, sumps, suction and discharge lines, and other dewatering system components necessary to convey the water away from excavations.
 3. Convey rainwater and water removed from excavations to collection or runoff areas. Provide and maintain temporary drainage ditches and other diversions outside the excavation limits for each structure. Do not use trench excavations for waterline pipes as temporary drainage ditches.

4. All excavation, construction and backfilling shall be performed under workable dry conditions. Prior to excavation below groundwater level, the dewatering system shall be installed and placed in operation in order to lower the water levels at least 3' below the bottom and side slopes of the excavation. In the event of layered soils, the hydrostatic head in pervious zones below the subgrade elevation shall be relieved in order to prevent uplift.

F. REMOVAL OF UNSATISFACTORY MATERIALS

1. Excavate unsatisfactory soil materials encountered that extend below the required elevation, to the additional depth as required by Del-Co.

G. COLD WEATHER PROTECTION

1. Protect excavation bottoms against freezing when the atmospheric temperature is less than 35°F.

H. EXISTING IMPROVEMENTS

1. Remove above-grade and below-grade improvements necessary to permit construction and other Work as indicated.
2. Remove abandoned underground piping or conduit interfering with construction.
3. Surface Structures: Remove structures, curbs, gutters, walls, fences, walks, drives, etc., where indicated.
 - a. Saw-cut pavements outside excavation area prior to removing.
 - b. Saw-cut concrete sidewalks and curbs to the nearest construction joint beyond the work area.

I. TOLERANCES

1. Conform to the excavation elevations and dimensions shown on the Drawings, within a tolerance of +0.1 foot, and extending a sufficient distance from footings and foundations to permit placing and removal of concrete formwork, installation of services, other construction required, and for inspection.

J. TRENCHING

1. Follow lines and grades as indicated in the Drawings. Exact locations and elevations shall be adjusted to interferences with other work or existing utilities.
2. Uncover existing utilities ahead of trenching new work.
3. Do not disturb existing utilities, culverts and drainage tiles. Repair any damage to the satisfaction of the property owner.
4. Over excavate where the subgrade is unstable and soft due to ground water, organic soil, or excessive moisture. Replace with Select Fill as directed by Del-Co.

K. STOCKPILING

1. Stockpile materials on the uphill side of trenches.
2. Separate differing soil materials to prevent mixing.
3. Protect stockpile site from erosion or deterioration of materials.

3.3 BACKFILLING AND COMPACTION

A. PIPE BEDDING AND INITIAL BACKFILL

1. Place and compact suitable pipe bedding and initial backfill material as shown in the embedment details.

B. TRENCH BACKFILL AND OTHER FILL

1. Fill designated to be compacted shall be placed in uniform lifts not exceeding 8 inches loose thickness.
2. Acceptable Materials:
 - a. Farmland, pastureland, lawns or landscaped areas: Suitable Earth Fill.
 - b. Gravel Roads and Driveways: Aggregate Base.
 - c. Sidewalks: Aggregate Base.
 - d. Within designated vicinity of public roads as determined by the roadway authority: Aggregate Base.
 - e. Under bituminous or concrete road pavements: Controlled Density Fill, or as required by the roadway authority.

C. DENSITY REQUIREMENTS

1. Conformance: Standard Proctor Moisture-Density procedure per ASTM D698.

<u>Location</u>	<u>Density Requirements</u>
Under tilled farmland, pasture land and unimproved vacant land.	Mound fill over trench and allow for Natural settlement.
Under landscaped areas, lawns or other other garden areas	90% of Max. Density
Under footings or other structures	100% of Max. Density
Within the designated vicinity of roads	Per roadway authority regulations 95% of Max. Density min.

D. GRADING AND RESTORATION

1. Uniformly grade all areas disturbed by construction activities. Smooth finish surfaces with uniform levels or slopes and match existing ground elevation adjacent to work area.
2. Remove surface rocks and other clay lumps.
3. Provide protection from erosion and traffic.

3.4 FINE GRADING

A. GENERAL

1. Fine grade ground surface to reestablish existing or design contours and drainage patterns.
2. Remove stones using a “rock hound” or other mechanical rock-gathering device.
3. At completion of work, site shall be free of debris, soil windrows, rocks, and brush piles.

3.5 BACKFILL AND COMPACTION SCHEDULE

A. GENERAL

1. Provide the method of backfill and compaction for each segment of the waterline according to the Type as shown on the Contract Drawings or defined below. Delineate changes in Types at property lines or with changing surface conditions. Comply with all requirements of the Contract Documents for placement of fill and compaction.

B. TYPE I – COMPACTED SUITABLE EARTH FILL

1. Generally, provide in lawn or landscaped areas, in the public right-of-way, or where called for in the Drawings.
2. Replace suitable earth fill in uniform layers.
3. Mechanically compact each soil layer as it is returned to the trench.
4. Add water to each layer as required to achieve the required level of compaction.
5. Fine-grade work area to match existing ground elevations. Reshape ditches, swales, and other ground features as required to reestablish pre-existing drainage conditions.
6. Remove rocks over disturbed area using a “rock hound” or other mechanical rockgathering device.
7. At the completion of work, the site shall resemble preexisting conditions as closely
8. as possible, free of debris, soil windrows, rocks, and brush piles.

C. TYPE II – SUITABLE EARTH BACKFILL (NATURAL SETTLEMENT)

1. Generally, provide in tilled farmland, pastures, and vacant land or where called for in the Drawings.
2. Replace Suitable Earth Fill to the trench. Mound excess soil over trench in a neat, single row.
3. Allow for time and sufficient precipitation to provide natural settling of backfill.
4. Upon completion of natural settling, fine grade work area to match existing ground elevations. Reshape ditches, swales and other ground features as required to reestablish pre-existing drainage conditions. Spread excess soil as required to establish finished grade.
5. Remove rocks over the disturbed area using a “rock hound” or other mechanical rockgathering device.
6. At completion of work, the site shall resemble preexisting conditions as closely as possible, free of debris, soil windrows, rocks, and brush piles.

D. TYPE III – COMPACTED GRANULAR TRENCH BACKFILL

1. Generally, provide under gravel pavements, bituminous or concrete private driveways and parking lots, where called for in the Drawings, and in the public right-of-way where the waterline is within the designated vicinity of the roadway as determined by the roadway authority.
2. Backfill trench with Granular Trench Backfill material in uniform layers.
3. Mechanically compact each soil layer as it is returned to the trench.
4. Add water to each layer as required to achieve the required level of compaction.
5. Replace top six inches of trench with top soil.
6. Fine-grade work area to match existing ground elevations. Reshape ditches, swales, and other ground features as required to reestablish pre-existing or design drainage conditions.

7. Remove rocks over disturbed area using a “rock hound” or other mechanical rock gathering device.
8. At the completion of work, the site shall resemble preexisting conditions as closely as possible, free of debris, soil windrows, rocks, and brush piles.

E. TYPE IV – CONTROLLED DENSITY FILL (CDF)

1. Generally, provide under all state, county, or township public roads having a bituminous or concrete pavement section, and where indicated on the plans or directed by Del-Co.
2. Backfill trench with CDF to subgrade elevation.
3. Do not apply pavement materials until fill has had sufficient time to set up.
4. Provide steel plates to maintain traffic as required until final pavement section is placed.

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 cannot 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 31376.16 – ARTICULATED BLOCK REVETMENT MAT

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 labor, materials, equipment, and incidentals required and perform all operations in connection with the installation of the articulating concrete erosion control mats in accordance with the lines, grades, design and dimensions shown on the Contract Drawings and as specified herein.

1.3 QUALITY ASSURANCE

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

1.4 SUBMITTAL

- A. The Contractor shall furnish manufacturer's certificates of compliance for the articulating concrete blocks/mats, revetment cable, and any revetment cable fittings and connectors to the engineer prior to the start of mat fabrication.
- B. The Contractor shall furnish to the Engineer all manufacturer's specifications, literature, shop drawings for the fabrication of the mats, and recommendations, if applicable, that are specifically related to this project, 14 days prior to assembly of the articulating concrete mats.

PART 2 - PRODUCTS

2.1 GENERAL

- A. All articulating concrete mats shall be premanufactured of individual concrete blocks with specific hydraulic capacities, bound into mats by the use of revetment cables. The mats shall arrive at the jobsite assembled according to lengths and widths as specified on the shop drawings.
- B. Individual blocks in the articulating concrete mats shall be staggered, beveled, and interlocked for enhanced stability. The mats shall be constructed of closed cell blocks as shown on the contract drawings. The blocks shall have a "capped feature" providing additional traction for pulling boats out of the water. Parallel strands of cable shall extend through two (2) ducts in each block in a manner which provides for longitudinal binding of the blocks within the mats. Each row of blocks shall be

laterally offset by one-half block width from the adjacent row so that any given block is cabled to four other blocks (two in the row above and two the row below). Each block shall also be surrounded by six adjacent blocks.

- C. The gross area of each individual block in direct contact with the protected subgrade shall be approximately 13.0" x 11.6". Each block shall incorporate interlocking surfaces that prevent lateral displacement of the blocks within the mats when they are lifted by the longitudinal revetment cables. The interlocking surfaces must not protrude beyond the perimeter of the blocks to such an extent that they reduce the flexibility or articulating capability of the articulating concrete mats or become damaged or broken when the mats are lifted during shipment or placement. Once the mats are in place, the interlocking surfaces shall prevent the lateral displacement of the blocks even if the cables should become damaged or removed. The mats must be able to flex a minimum of 25 degrees between any given row or column of blocks in the uplift direction and a minimum of 45 degrees in the downward direction.
- D. The cables shall be inserted into the mats in such a manner to form lifting loops at one end of the mat with the corresponding cable ends spliced together to form a lifting loop at the other end of the mat with sleeves approved by the engineer.
- E. Certification (Waves): All articulating concrete mats will only be accepted when accompanied by documented hydraulic performance characteristics, derived from tests under controlled wave conditions. Tests must have been conducted and monitored by an institution, public or private, which is experienced in performing wave attack studies on articulating concrete mats or similar hard-armor erosion protection products. The testing institution must have performed a minimum of two (2) such wave studies on hard-armor erosion protection systems.
- F. Certification (Open-Channel Flow): Articulating concrete mats will only be accepted when accompanied by documented hydraulic performance characteristics, derived from tests under controlled flow conditions. Test conditions shall conform to U.S. Federal Highway Administration and U.S. Bureau of Reclamation Testing protocol as documented in "Minimizing Embankment Damage During Overtopping Flow", Report No. FHWA-RD-88-181. (FHWA-RD-89-199 is not acceptable).
- G. Cellular Concrete Blocks
 - 1. This specification covers concrete blocks for erosion control mats used in revetments, storm channels, etc. and for soil stabilization.
 - 2. Cementitious Materials - Materials shall conform to the following applicable ASTM specifications:
 - a. Portland Cements - Specification C 150, for Portland Cement.
 - b. Blended Cements - Specification C 595, for Blended Hydraulic Cements.
 - c. Hydrated Lime Types - Specification C 207, for Hydrated Lime Types.
 - d. Pozzolans - Specifications C 618, for Fly Ash and Raw or Calcinated Natural Pozzolans for use in Portland Cement Concrete.

3. Aggregates shall conform to the following ASTM specifications, except that grading requirements shall not necessarily apply:
 - a. Normal Weight - Specification C 33, for Concrete Aggregates.
 - b. Physical Requirements

At the time of delivery to the work site, the units shall conform to the physical requirements prescribed below.

TABLE 1. PHYSICAL REQUIREMENTS

Compressive Strength (average of 3 units)

Min. psi = 4000, mpa = 27.6

Water Absorption (average of 3 units)

Max. lb/ft³ = 10, kg/m³ = 160

**TABLE 2. STANDARD SIZES AND WEIGHTS
CONCRETE BLOCKS**

CLASS	TYPE	BLOCK WEIGHT Lbs./Sq.Ft.	BLOCK SIZE (in.)			OPEN AREA Height	%
			Length	Width	Height		
30S	Open	32-34	13.0	11.6	4.75	20	
50S	Open	46-50	13.0	11.6	6.00	20	
45S	Closed	40-53	13.0	11.6	4.75	10	
55S	Closed	54-58	13.0	11.6	6.00	10	

H. Revetment Cable and Fittings

1. Polyester Revetment Cable and fittings. Revetment cable shall be constructed of high tenacity, low elongating, continuous filament polyester fibers. Cable shall consist of a core construction comprised of parallel fibers contained within an outer jacket or cover. The weight of the parallel core shall be between 65% to 70% of the total weight of the cable. The revetment cable shall have the following physical characteristics listed below.

Nominal Cable Diam.- Circum.	Approx. Ave. Strength Lbs.,	Weight/100 ft.	
		Min. lbs.	Max Lbs.
1/4" - 20mm	3,700	2.47	2.74
5/16" - 27mm	7,000	3.99	4.42
3/8" - 30mm	10,000	4.75	5.26
1/2" - 40mm	15,000	8.93	9.90

NOTE: Polyester cable shall be determined by the supplier, based on the size of the mats to be placed.

2. Elongation requirements specified below are based upon stabilized new, dry, cable. Stabilization refers to a process in which the cable is cycled fifty (50) times between a load corresponding to 20OD' and a load equal to 10%, 20%, or 30% of the cable's approximate average breaking strength. Relevant elongation values are as shown in the table below. The tolerance on the values is + 5%.

	% Breaking Strength		
	10%	20%	30%
Permanent Elongation (while working)	0.7	1.8	2.6
Elastic Elongation	0.6	1.4	2.2
Total Stretch	1.3	3.2	4.8

3. The revetment cable shall exhibit good to excellent resistance to most concentrated acids, alkalis, and solvents. Cable shall be impervious to rot, mildew and degradation associated with marine organisms. The materials used in the construction of the cable shall not be affected by continuous immersion in fresh or salt water.
4. Selection of cable and fittings shall be made in a manner that insures a safe design factor for mats being lifted from both ends, thereby forming a catenary. Consideration shall be taken for the bending of the cables around hooks or pins during lifting. Revetment cable splicing fittings shall be selected so that the resultant splice shall provide a minimum of 60% of the minimum rated cable strength. Fittings such as sleeves and stops shall be aluminum and washers shall be galvanized steel unless otherwise shown on the Contract Drawings.

I. Anchors

1. If permanent anchoring is required, the cables (polyester) shall be attached to the anchoring system as indicated on the contract drawings.

PART 3 – EXECUTION

3.1 PLACEMENT OF ARTICULATING CONCRETE BLOCKS/MATS

- A. Areas on which articulating concrete mats are to be placed shall be constructed to the lines and grades shown on the Contract Drawings and to the tolerances specified in the Contract Documents, and approved by the Engineer.
- B. Articulating concrete block/mats, shall be constructed within the specified fines and grades shown on the contract drawings.
- C. Placement. The articulating concrete mats shall be placed on the filter fabric in such a manner as to produce a smooth plane surface in intimate contact with the filter fabric. No individual block within the plane of placed articulating concrete mats shall protrude more than one-half inch or as otherwise specified by the Engineer.

- D. The articulating concrete mats shall be attached to a spreader bar or other approved device to aid in the lifting and placing of the mats in their proper position by the use of a crane or other approved equipment. The equipment used should be adequate capacity to place the mats without bumping, dragging, tearing or otherwise damaging the underlying filter fabric. The mats shall be placed side by side, so that the mats abut each other. *Mat seams or openings between mats greater than two (2) inches shall be filled with grout.* Distinct changes in grade will result in a discontinuous revetment surface in the direction of flow shall require a grout seam at the grade change location so as to produce a continuous surface.
- E. Anchor trenches and side trenches shall be back filled and compacted flush with the top of the blocks. The integrity of the trench back fill must be maintained so as to ensure a surface that is flush with the top surface of the articulating concrete mats for its entire service life. Toe trenches shall be back filled as shown on the Contract Drawings. Back filling and compaction of trenches shall be completed in a timely fashion. No more than 500 lineal feet of placed articulating concrete mats with non-completed anchor and/or toe trenches shall be permitted at any time.
- F. Consultation. The manufacturer of the articulating concrete blocks/mats shall provide design and construction advice during the design and installation phases of the project.

END OF SECTION 313716.16

SECTION 321000 - PAVEMENT REPLACEMENT

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 of the equipment, labor and materials necessary to install, replace, and/or restore existing pavement structures together with their respective appurtenances as shown on the plans and as specified herein. This work shall include all of the subgrade preparation, subbase, base, intermediate pavement course(s), and finish pavement courses together with curbing, guttering, tack and/or prime coating, sealing and other pertinent work as necessary to meet the conditions of 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 REPAIR OR REPLACEMENT WORK

- A. For the repair and/or replacement of all existing pavement structures and their respective appurtenances that are removed and destroyed or otherwise damaged by the Contractor in the course of his performance of the work required under this contract, the Contractor shall furnish all equipment, labor, and materials as necessary to properly restore to a condition equal to that at his entry, and to the satisfaction of the Engineer, the Ohio Department of Transportation, the County Engineer, City Engineer, all cinder, slag, gravel, water-bound macadam, bituminous macadam, asphalt and brick or concrete driveways, curbs, sidewalks and roadways in strict accordance with the drawings and as specified herein.
- B. In general, this item will include concrete, steel reinforcement, brick, stone, slag, cinders, gravel, asphalt and other bituminous materials and curbs, gutters, driveway culverts, road and curb drains and the demolition, excavation and removal of existing driveways, sidewalks and roadways.

1.5 REFERENCE TO OTHER PARTS

- A. Other sections of these specifications shall apply, as and where applicable to this section and such sections will be the same as though they were included in this section.

- B. For all old work where pavement is being repaired and/or replaced as a result of damages occurring thereto during the course of the work of this contract, all clearing and grubbing, removal and storage of topsoil, excavation and/or placing of compacted fill and granular backfill, shall be done as required under other parts of these specifications.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Generally, for all repair and replacement work, all new materials shall match the existing and adjoining work in both composition and quality unless otherwise ordered, specified herein, and/or shown on the drawings. In any stone driveway or roadway, the material used for stone fill shall conform to the existing material.

PART 3 - EXECUTION

3.1 CONSTRUCTION

- A. All pavement work shall be done in strict accordance with the specifications of the governmental body concerned and the latest ODOT specifications as applicable or at the direction of the Engineer.
- B. All pavements disturbed by the Contractor's operations shall be relaid to the thickness of the adjoining pavement and, in all cases, the restoring of pavements, shall apply both to foundation courses and to the wearing surface.
- C. Should cracks or settlements appear in adjoining pavements, the paving shall be removed to the extent necessary to secure firm and undisturbed bearing and shall be replaced in a satisfactory manner.
- D. No permanent pavement shall be installed, repaired, and/or restored unless, or until, in the opinion of the Engineer, the condition of the backfill is such as to properly support the pavement.
- E. Where new or replacement concrete pavement or base is placed adjacent to existing concrete pavement or base, contraction joints shall be provided in the new or replacement pavement so as to form a continuous joint with that in the existing pavement.

3.2 ROADWAY SUBGRADE

- A. The entire area to be occupied by the roadways and parking areas shall be cleared, topsoil removed and stored, and the excavation or compacted fill made as required and brought to the proper cross-sections. Pipe trenches and other excavations shall be backfilled as required, and thoroughly compacted within the limits of the roadways or parking areas.

- B. After the surface of the subgrade has been properly shaped and before any stone or slag is placed, the entire subgrade shall be thoroughly rolled and compacted to a depth of 12 inches under this section. Rolling shall be done with an approved type of self-propelled roller, weighing not less than ten (10) tons. All hollows and depressions which develop during the rolling shall be filled with acceptable materials, and the subgrade rerolled. The process of filling and rolling shall be repeated until no depressions develop, and the entire subgrade has been brought to a uniform condition of stability.
- C. All places which, in the opinion of the Engineer cannot be properly rolled, shall be tamped with handheld mechanically or pneumatically powered tampers.
- D. In making the compacted fill and in doing the final subgrade rolling, the Contractor shall see that the material to be compacted and/or rolled has the proper moisture content to secure maximum compaction. When, in the opinion of the Engineer, the material is too wet, the compacting shall be delayed until the material has dried sufficiently. When, in the opinion of the Engineer, the material is too dry, the material shall be sprinkled with water in an amount to secure the proper moisture content.

END OF SECTION 321000

SECTION 329200.19 – 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.

1.1 QUALITY ASSURANCE

- A. Any subcontracted restoration work shall be performed by a qualified firm specializing in landscape work.
- B. The Contractor shall have a soils test done at his expense and analyzed by a state approved testing agency. Soil tests shall be done on both the topsoil stockpiled from the site and new topsoil brought to the site. A minimum of two (2) tests shall be done. The tests shall include percent organic matter, pH, Buffer pH, Phosphorus, Exchangeable Potassium, Calcium, Magnesium, Cation Exchange Capacity and Percent Base Saturation with recommendations for nitrogen, phosphate, potash, magnesium and lime based on plant type and use.

- 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 1/2" 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 1/2" in any dimension. Remove sticks, roots, rubbish, and other extraneous matter.
- C. Spread topsoil to a minimum depth of 4 inches, to meet lines, grades, and elevations shown on plan, after light rolling and natural settlement. Remove sticks, roots, rubbish, stones greater than 1/2" in any dimension, and other extraneous matter. Topsoil shall be tilled thoroughly by plowing, disking, harrowing, or other approved methods. Add specified soil amendments and mix thoroughly into the topsoil.
- D. Preparation of Unchanged Grades: Where seed is to be planted in areas that have not been altered or disturbed by excavating, grading, or stripping operations, prepare soil for planting as follows: Till to a depth of not less than 6 inches. Apply soil amendments and initial fertilizers as specified. Remove high areas and fill in depressions. Till soil to a homogenous mixture of fine texture, free of lumps, clods, stones, roots and other extraneous matter. Soils test requirements apply here as well.
 - 1. Prior to preparation of unchanged areas, remove existing grass, vegetation and turf. Dispose of such material outside of project limits. Do not turn existing vegetation over into soil being prepared for seed.

If necessary, supply and install topsoil in areas where there is no topsoil left after vegetation has been removed.
 - 2. Apply specified soil amendments at rates specified in the soils test and thoroughly mix into upper 2 inches of topsoil. Add topsoil if existing grade has less than 4" of topsoil. Delay application of amendments if planting will not follow within two (2) days.
- E. Fine grade areas to smooth, even surface with loose, uniformly fine texture. Roll, rake, and drag lawn areas, remove ridges and fill depressions, as required to meet finish grades. Remove sticks, roots, rubbish, stones greater than 1/2" in any dimension, and other extraneous matter. Limit fine grading to areas which can be planted immediately after grading.
- F. Moisten prepared areas before planting if soil is dry. Water thoroughly and allow surface moisture to dry before planting lawns. Do not create a muddy soil condition.
- G. Restore areas to specified condition, if eroded or otherwise disturbed, after fine grading and prior to planting.

3.2 SEEDING

- A. Do not use wet seed or seed that is moldy or otherwise damaged in transit or storage. Seed shall not be sown when the ground is frozen, muddy, or when weather conditions prevent proper soil preparation, interference with sowing and/or proper incorporation of seed into the soil.

- B. Sow seed using a spreader or hydroseeder. Do not seed when wind velocity exceeds 5 miles per hour. Distribute seed evenly over entire area by sowing 3 lbs. per 1000 S.F. at right angles to each other. Total amount to equal a minimum of 6 lbs. per 1000 S.F.
- C. For seed sown with a spreader, mulch shall be spread uniformly to form a continuous blanket at a rate of 100 lbs. per 1,000 S.F. Mulch shall be 1 1/2" loose measurement over seeded areas and shall be anchored.
- D. Contractor has the option to hydroseed large lawn areas, using equipment specifically designed for such application. The rate of application of wood fiber mulching materials is 40 lbs./1,000 S.F. Contractor shall not hydroseed within close proximity to buildings and structures, or when unfavorable wind conditions may blow the hydroseed material onto the structure. Contractor shall clean all areas not to be seeded of overspray.
- E. The seeded area shall be watered, as soon as the seed is applied, at the rate of 120 gallons per 1000 square feet. The water shall be applied by means of a hydroseeder or a water tank under pressure with a nozzle that will produce a spray that will not dislodge the mulching material. Cost of this watering shall be included in the cost of seeding and mulching.

3.3 DORMANT SEEDING METHOD

- A. Seeding shall not take place from October 15 through November 20. During this period prepare the seed bed, add the required amounts of lime and fertilizer, and other amendments, then mulch and anchor.
- B. From November 20 through April 1, when soil conditions permit, prepare the seed bed, lime and fertilize, apply the selected seed mixture, mulch, and anchor. Increase the seeding rate by 50 percent.

3.4 RECONDITIONING EXISTING LAWNS

- A. A soils test shall be required for existing lawns prior to any reconditioning.
- B. Recondition all existing lawn areas damaged by Contractor's operations including storage of materials and equipment and movement of vehicles. Also recondition existing lawn areas where minor regrading is required.
- C. Provide soil amendments as called for in the soils test.
- D. Provide new topsoil, as required, to fill low spots and meet new finish grades.
- E. Cultivate bare and compacted areas according to the topsoil specifications.
- F. Remove diseased and unsatisfactory lawn areas; do not bury into soil. Remove topsoil containing foreign materials resulting from the Contractor's operations, including oil drippings, stone, gravel, and other loose building materials.

- G. All work shall be the same as for new seeding.
- H. Water newly planted seed areas. Maintenance of reconditioned lawns shall be the same as maintenance of new lawns.

3.5 ESTABLISHMENT

- A. Maintain work areas as long as necessary to establish a uniformly close stand of grass over the entire lawn area. A uniformly close stand of grass is defined as the seeded areas having 90%+ coverage of grass at 60 days after seeding. 90%+ coverage is defined as very little or no dirt showing when seeded area is viewed from directly overhead.
- B. Maintain lawns by watering, fertilizing, weeding, mowing, trimming, and other operations such as rolling, regrading and replanting as required to establish a smooth acceptable lawn.
 - 1. Mowing
 - a. Mow lawn areas during the period of maintenance to a height of 2 inches whenever the height of the grass becomes 3 inches. A minimum of 3 mowings is required during the period of maintenance.
 - 2. Refertilizing
 - a. Distribute fertilizer on the seeded area between August 15 and October 15, during the period when grass is dry, and in accordance with the manufacturer's recommendations. The fertilizer shall be as specified in the soils test.
 - 3. Reseeding
 - a. Reseed with the seed specified for the original seeding, at the rate of 4 lbs. per 1,000 S.F. in a manner which will cause minimum disturbance to the existing stand of grass and at an angle of not less than 15 degrees from the direction of rows of prior seeding.
 - 4. Watering
 - a. The Contractor shall keep all work areas watered daily to achieve satisfactory growth. Water shall be applied at a rate of 120 gallons per 1,000 square feet. If water is listed as a pay item, it shall be separately paid for based on the actual amount of water used, measured in thousands of gallons.
 - 5. Any mulching which has been displaced shall be repaired immediately. Any seed work which has been disturbed or damaged from the displacement of mulch shall be repaired prior to remulching.

3.6 INSPECTION AND ACCEPTANCE

- A. When seeding work is complete and an acceptable stand of growth is attained, the Contractor shall request the Owner's Representative to make an inspection to determine final acceptance.

- B. Acceptance shall be based upon achieving a vigorous uniformly stand of the specified grasses. If some areas are satisfactory and some are not, acceptance may be made in blocks, provided they are definable or bounded by readily identified permanent surfaces, structures, or other reference means. Partial acceptance decisions may be made by the Owner's Representative. Excessive fragmentation into accepted and unaccepted areas shall not be allowed. Unaccepted areas shall be maintained by the Contractor until acceptable.
- C. No payment shall be made until areas are accepted.
- D. All seeded areas shall be guaranteed for one full growing season to commence upon final acceptance of the areas.

END OF SECTION 329200.19

SECTION 330110.80 - ABANDONMENT OF PIPELINES

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. The following Detailed Specifications are specifically referenced and apply to the work as may be required:
 - 1. Section 331413 - Waterline Construction

1.2 DESCRIPTION OF WORK

- A. This work shall consist of the permanent abandonment of existing pipelines noted on the drawings to be abandoned in place by filling pipelines with Low Strength Mortar (LSM). This includes cutting pipes, plugging ends with concrete, providing necessary equipment, and completely filling existing pipelines with LSM flowable fill.

1.3 SUBMITTALS

- A. Comply with the requirements of Section 013323 Shop Drawings, Product Data and Samples.
- C. Flowable Fill mix design report, comply with requirements of ODOT Item 613.

PART 2 - PRODUCTS

2.1 CONCRETE

- A. Concrete for end plugs, Class C.
- B. Grout
 - 1. ODOT Item 613, Type 2 Low Strength Mortar (LSM), flowable fill.
 - 2. Unconfined compressive strength: minimum 75 psi and maximum 150 psi at 56 days, as determined based on an average of three tests for same placement. Present at least three acceptable strength tests for proposed mix design in mix design report.
 - 3. Placement characteristics: self-leveling.
 - 4. Shrinkage characteristics: non-shrink.
 - 5. Water bleeding for fill to be placed by grouting method in pipes: not to exceed 2 percent according to ASTM C940.
 - 6. Minimum wet density: 90 pounds per cubic foot.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Do not begin cut, plug and abandonment operations until replacement waterlines have been constructed, disinfected, and tested and services have been transferred to replacement waterline.
- B. Notify Inspector at least 24-hours in advance of filling with flowable fill.
- C. Select fill placement equipment and follow procedures with sufficient safety and care to avoid damage to existing underground utilities and structures. Operate equipment at pressure that will not distort or imperil portions of the work, new or existing.
- D. Cut and cap portions of the piping system to remain, as shown on the Drawings.
- E. Drain water main to be abandoned.
- F. Perform demolition work prior to starting fill placement. Clean placement area pipes as needed of debris that may hinder fill placement. Remove and dispose of debris in accordance with applicable codes and regulations.
- G. Plug or cap ends or openings in abandoned water mains with concrete plug bulkheads, providing two-inch PVC pipes through bulkhead for fill and vent pipes needed to place LSM.
- H. Remove and dispose of surface identifications such as valve boxes and hydrants as required for this project.

3.2 EQUIPMENT FOR FLOWABLE FILL

- A. Mix flowable fill in automated batch plant and deliver it to site in ready-mix trucks. Performance additives may be added at placement site if required by mix design.
- B. Use concrete or grout pumps capable of continuous delivery at planned placement rate.

3.3 INSTALLATION OF FLOWABLE FILL

- A. Abandon pipelines by completely filling with flowable fill.
- B. Perform operation with experienced crews with equipment to monitor density of flowable fill and to control pressure.
- C. Temporarily plug or cap pipe segments which are to remain in operation during filling to keep lines free of flowable fill.

- D. Place flowable fill to full volume inside pipelines being abandoned. Continuously place flowable fill with no intermediate pour points, but not exceeding 500 feet in length.
- E. Pump flowable fill through fill pipes provided for this purpose. Place flowable fill under pressure flow conditions into properly vented open system until flowable fill emerges from vent pipes. Pump with sufficient pressure to overcome friction and to fill pipelines from downstream end to discharge at upstream end.
- F. Backfill excavation as required.
- G. Collect and dispose of excess LSM material and debris.

3.4 QUALITY CONTROL

- A. Provide batch plant tickets for each truck delivery of flowable fill. Note on tickets addition of admixtures at site.
- B. Check flow characteristics and workability of fill as placement proceeds.
- C. Obtain at least three test cylinders for each placement area for determination of 56-day compressive strength and bleeding. Acceptance of placement will be based on average strength of three tests.
- D. Record volume of flowable fill placement to demonstrate that pipe and voids have been filled. If voids exceed 10% of pipeline volume, injection grouting may be required at the direction of the ENGINEER.

3.5 PROTECTION OF PERSONS AND PROPERTY

- A. Provide safe working conditions for employees throughout demolition and removal operations. Observe safety requirements for work below grade.
- B. Maintain safe access to adjacent property and buildings. Do not obstruct roadways, sidewalks or passageways adjacent to the Work.

END OF SECTION 330110.80

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 D3035; 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 presence 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 alternately 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. 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.
- C. Under no circumstances shall the pipe or accessories be dropped into the trench or forced through a directional bore upon "pull-back".
- D. Care shall be taken during transportation of the pipe such that it will not be cut, kinked or otherwise damaged.
- E. 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.
- F. 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.
- G. Pipe shall be laid to lines and grade shown on the Drawings with bedding and backfill as shown on the Drawings..
- H. 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.
- I. 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.
- J. Flange connections shall be provided with a full-face neoprene gasket.
- K. All HDPE pipe must be at the temperature of the surrounding soil at the time of backfilling and compactions.

- L. 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.

- M. Marine Installation:
 - 1. The trench shall be excavated to the depths shown on the plans for the entire length of the project where HDPE pipe is specified. The depth of the trench below the lakebed shall be a minimum of 3 feet.
 - 2. The HDPE shall be assembled on shore and shall be made capable of floating or can be pulled into position.
 - 3. When all crossing HDPE is over the trench it shall be lowered into place. Maximum deflection per joint shall be 12 degrees.
 - 4. When assembly has been completed, tested, and approved by the Engineer, the crossing HDPE pipe shall be dragged across the bay over the trench. There shall be sufficient length to allow two (2) sections of crossing pipe above water level on each side of the stream.
 - 5. The trench shall be backfilled with the material which was excavated from it.

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 331213 - WATER SERVICE CONNECTIONS

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. This Section shall consist of laying new copper service branches from the water main to the curb box. This work shall include, but is not necessarily limited to, furnishing all materials, excavating and backfilling, restoration of areas disturbed by construction, bedding, constructing all necessary joints and connections, hydrostatic testing, disinfection and disposal of all surplus excavation.

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 service pipe shall be 1" Class 200 SDR 9 AWWA C-901 Polyethylene for underground piping installed.
- B. Saddles: Service saddles are required when tapping any PVC main line. All service saddles shall be all stainless steel, Incl. Flange, Type 304 grade 18-8 and as recommended by the pipe manufacturer. Service saddles shall be a minimum of 6" wide with a double bolt. Welds used in the saddle construction shall conform to all AWS codes and be chemically passivated.
- C. Corporation Stops: All services shall have a corporation stop. All Stops shall be Mueller Company Model H-15000N-Flare, Model H-15008N-COMP, Model B-25008N-COMP, or 1"-FORD FB1000-4Q-NL-COMP.
- D. Curb Stops: All services shall have a curb stops. Curb stops shall be Mueller Company Model H-15151N-FLARE, Model B-25155N-COMP, or 1"-FORD B44-444M-Q-NL COMP.

- E. Curb Boxes: Each stop shall be provided with a curb box. 1” Mueller Company Model H-10300-99008 or Ford EM2-45-56 minimum of 54” extended length. Lid shall read “Water”.

PART 3 - EXECUTION

3.1 TESTING

- A. The Contractor shall test and disinfect all service connections.

3.2 MEASUREMENT

- A. The number of service connections to be paid for shall be the actual number installed in accordance with these specifications.

3.3 PAYMENT

- A. See "Basis of Payment."

END OF SECTION 331213

SECTION 331216 - WATER DISTRIBUTION UTILITY 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.
- D. The General Contactor shall furnish all bolts, nuts, washers, gaskets and equipment necessary to properly install valves specified herein.

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.
- D. Ductile iron is an acceptable material for the valve body, bonnet, and disk, however the wall thickness must conform to AWWA 509. Thin walled, resilient seated gate valves are not approved for this project.

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, Stockham, U.S. Pipe or an approved equivalent.

2.3 OPERATORS

- A. All valves 24 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, gears, and other appurtenances as required for manual operation as specified or scheduled.
 - 2. Operation shall be designed so that the effort required operating the handwheel or lever 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. 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 two (2) standard length valve wrenches.

2.4 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.

2.5 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 brushed 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 pin socket to lock on valve operating nut.

2.6 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.

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 331216

SECTION 331219 - HYDRANTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division-1 Specification sections, apply to work of this section.

1.2 DESCRIPTION OF WORK

- A. The Contractor, under the proposed item(s) for hydrants, shall furnish all the materials for and shall properly set in place, all fire hydrants, gravel drain pits, cast iron pipe and anchors, together with wrenches and keys for the proper completion of the work included under this Contract.
- B. In general, this work includes the connecting up to the water main, installing gravel drain pit, necessary cast iron pipe and hydrant as herein specified plus concrete anchor or other thrust restraint as directed by the Engineer.
- C. It is the intent of this contract that the final installation shall be complete in all respects and the Contractor shall be responsible for minor details and any necessary special construction not specifically included in the Drawings or Specifications.

1.3 QUALITY ASSURANCE

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

1.4 WORKMANSHIP

- A. All work shall be installed in strict accordance with the requirements, codes and ordinances of the Owner and shall meet the inspection of same. Workmanship shall be first class in every respect and all work shall be carried out by persons who are thoroughly experienced in this line of work.

1.5 SUBMITTALS

- A. Product Data: Submit manufacturer's technical data and application instructions.
- B. The Contractor shall submit detail drawings, drawn to scale, catalog data, three (3) copies of head loss charts and cuts of all equipment he proposed to furnish.

PART 2 - PRODUCTS

2.1 SIZE AND TYPE

- A. All hydrant assemblies shall include the tee, valve, anchor coupling, a standard six (6) inch hydrant, thrust blocking and necessary offset to set hydrant to proper grade.
- B. The fire hydrants shall meet the requirements of the AWWA Specifications C502, latest revision. The hydrant shall have two 2-1/2" hose nozzles and one 4-1/2" steamer nozzle.
- C. The 2-1/2" and 4-1/2" nozzles shall have Owner's Standard Threads.
- D. Fire hydrants shall have trench depth of 5'-0".
- E. The hydrant shall turn **counterclockwise** to open.
- F. The hydrants shall be of the compression type (5.25 inch) with the main valve opening against the pressure and closing with the pressure.
- G. The upper section of the hydrant which houses the upper stem threads and bronze operation nut shall be designed so that all threaded and bearing metal surfaces are sealed away from line pressure when the hydrant is in either the open or closed position. The seal shall be made by use of "O" rings. All threaded and bearing parts shall be in a lubricated state at all times. The lubricant must be either grease or oil.
- H. All fire hydrants shall be of the traffic model type. The design shall be such that the upper and lower barrel flanges are an integral cast part of the barrel. The upper and lower barrels are to be joined at the ground line by means of a breakable cast iron collar, four part segmental coupling or a two part breakable flange.
- I. The operating stem nut is to be bronze and of one piece construction.
- J. The operating nut is to be sealed with three rubber "O" rings in cover plate and cap.
- K. Operating and cap nuts are to be National Standard Operating nuts. The nuts shall be pentagon in shape, measuring **1-1/2"** from point to opposite flat.
- L. The operating stem thread to be not less than one inch outside diameter.
- M. Not more than three (3) parts to be removed for removal of stem and all internal parts from top of standpipe.
- N. Main valve opening shall be **4-1/2"** minimum.
- O. Hydrants shall be supplied with two or more drain holes and be so constructed that the drip valve is open when the hydrant valve is closed.
- P. All working parts, except the valve rod, are to be constructed of bronze.
- Q. The hydrant shall be so constructed that all internal parts may be removed from the top of the barrel.

- R. One adjustable hydrant wrench shall be supplied with each five (5) or less hydrants purchased.
- S. Each hydrant shall have the name of the maker and the year when made cast upon it in raised letters, and a number signifying the order in point of time in which it was cast.
- T. The different parts of all hydrants shall be perfectly interchangeable. Each part shall also be interchangeable between offer hydrants to be furnished under this contract.

PART 3 - EXECUTION

3.1 INSTALLING HYDRANTS

- A. Hydrants shall be installed where shown on the plans or as directed by the Engineer. The completed installation shall be completely accessible and shall be such that the possibility of damage from vehicles or injury to pedestrians will be minimized.
- B. All hydrants shall be installed plumb. Hydrants shall be set according to the contract drawings.
- C. Each hydrant shall be connected to the main with a 6- inch branch connection controlled by an independent 6- inch gate valve as shown on the drawings.
- D. As herein required and as shown on the plans, a drainage pit, shall be excavated at each hydrant and filled with coarse gravel or crushed stone, mixed with coarse sand, compacted in place under and around the elbow of the hydrant as illustrated on the drawings. No drainage pit shall be connected to a sewer.

3.2 CLEANING AND PAINTING

- A. The fire hydrant shall be painted with a good rust inhibitor undercoat and the barrel a finished coat of **red**.
- B. That part of the hydrant above the protection case shall be painted outside with two (2) coats of paint.

3.3 HYDROSTATIC TEST

- A. Each hydrant shall be tested at the shop by hydraulic pressure.
- B. The criteria for testing the approved hydrants shall conform to the requirements of the Owner with regards to pressures and length of tests.
- C. Any hydrant found defective shall be rejected.

3.4 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.

3.5 SPECIAL PROVISIONS

- A. Fire hydrants shall be Mueller Super Centurion 200, American Flow Control B-84-B, Clow Medallion, M&H Model 129M, AVK Nostalgic 2780, or Kennedy Guardian K81D.
- B. Post hydrants shall be non-freeze, siphon-resistant, and self-draining with cast aluminum housing and brass casing with a 3/4" hose connection and a 1" inlet connection as manufactured by Wade (Model W8610), Zurn (Model Z-1385) or approved equal.
- C. Wall hydrants shall be non-freeze type with bronze casing, all bronze interior parts and non-turning operating rod with free-floating compression valve with a 3/4" hose connection and a 1" inlet connection as manufactured by Wade (Model W-8607), Zurn (Model Z-1305) or approved equal.
- D. Each fire hydrant and post hydrant connected to plant water shall be stenciled with the words "Unsafe Water - Do No Drink". The size of the stenciled letters shall be 1-inch. Stencil on the fire hydrants is to be on the nozzle section. The post hydrants shall have a 15" x 5" x 1/2" thick plaque made of marine plywood, where the stenciled letters are to be applied. The plaque shall be fastened to the post hydrant directly below the hose connection. (Plaques to have white letters with aqua background.)

END OF SECTION 331219

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 Quinn Baker, PM, at Verdantas, LLC, Dublin 6397 Emerald Parkway, Suite 200, Dublin, Ohio 43016, at (614)-779-0025.

2 - GEOTECHNICAL REPORT

- 2.1 A Geotechnical Subsurface Investigation dated January 2015 by TTL associates, 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.

3 - REFERENCE DRAWINGS

- 3.1 Reference Drawings dated July 22, 1968 of the Johnson Island Causeway were relied upon by the Engineer in the preparation of drawings and specifications. Copies of the drawings may be examined on the internet at <https://bids.verdantas.com> but are not considered to be part of the bid documents.

4 - CORRECTION PERIOD

- 4.1 The Correction Period in Section 13.07 of the General Conditions shall be changed from a one (1) year to a two (2) year period.

5 - INSURANCE

- 5.1 Section SC-5.04(D) of the Supplementary Conditions shall be deleted and no "all risk builders risk" or "installation floater" insurance need be purchased by the Contractor.
- 5.2 See the following Bid Set Sections for Insurance Requirements:
- A. Section 1, Instructions to Bidders, Part 10 Insurance
 - B. Section 3, General Conditions, Article 5 Bonds and Insurance (EJCDC) or Article 11 Insurance and Bonds (AIA), whichever is used in the Bid Set
 - C. Section 4, Supplemental Conditions

6 - WORKING HOURS

- 6.1 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.

7 - PROJECT COMPLETION

- 7.1 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.

8 - SITE ACCESS-Quinn Baker to call and confirm

- 8.1 Access through the gate in the causeway to the site for field investigation of existing conditions must be scheduled in advance with the Owner by contacting Mr. J. White, Village Administrator by email at whitej@marbleheadohio.org who can be reached at (419) 798-4074.

9 - SUBSTANCE USE PREVENTION AND RECOVERY (SUPR) PROGRAM

- 9.1 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.

10 - OHIO ETHICS LAW

- 10.1 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.

11 - PERIODIC PAYMENTS

- 11.1 This project is expected to be funded in whole or in part by the Ohio EPA WSRLA Program. The Contractor shall comply with all requirements of this program. The periodic payments to the Contractor may be made in whole or in part through the OWNER and/or OWDA. In paragraph 14.02 C.1. of the General Conditions, change "ten days" to "sixty days."
- 11.2 Ohio EPA must approve all change orders prior to a change order item being paid on a pay estimate.

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.

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 <input type="checkbox"/> Annual <input type="checkbox"/> Final Report (Project completed)													
1C: Revision of a Prior Year Report? <input type="radio"/> No <input type="radio"/> 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.) <input type="checkbox"/>															
4B. Total Procurements & MBE/WBE Accomplishments This Reporting Period (in dollars) <table style="width: 100%; border-collapse: collapse; margin-top: 10px;"> <thead> <tr> <th style="width: 60%;"></th> <th style="width: 20%; text-align: center;">Construction</th> <th style="width: 20%; text-align: center;">Non-Construction</th> <th style="width: 10%; text-align: center;">Total</th> </tr> </thead> <tbody> <tr> <td>Total Procurement:</td> <td style="text-align: center;">\$ _____</td> <td style="text-align: center;">\$ _____</td> <td style="text-align: center;">\$ _____</td> </tr> <tr> <td>MBE/WBE Combined Procurement:</td> <td style="text-align: center;">\$ _____</td> <td style="text-align: center;">\$ _____</td> <td style="text-align: center;">\$ _____</td> </tr> </tbody> </table>					Construction	Non-Construction	Total	Total Procurement:	\$ _____	\$ _____	\$ _____	MBE/WBE Combined Procurement:	\$ _____	\$ _____	\$ _____
	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. <input type="checkbox"/> Yes, my organization has implemented and documented each of the six Good Faith Efforts on the procurements made during this reporting period. <input type="checkbox"/> 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. <input type="checkbox"/> No MBE/WBE(s) applied <input type="checkbox"/> No MBE/WBE(s) were qualified <input type="checkbox"/> 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

ViolatingFacilities:

The Contractor agrees to comply with all applicable standards, orders or requirements under Section 306 of the Clean Air Act, 42 USC 1857 (h), Section 508 of the Clean Water Act, 33 USC 1368, Executive Order 11738, and EPA regulations, 40 CFR Part 32, which prohibits the use under non-exempt Federal contracts, grants, or loans of facilities included on the EPA List of Violating Facilities.

Requirement For Utilization Of Small Businesses In Rural Areas (SBRA)

This procurement is subject to the EPA policy of encouraging the participation of small businesses in rural areas. It is EPA policy that recipients of EPA financial assistance awards utilize the services of small businesses in rural areas (SBRAs), to the maximum extent practicable. The objective is to assure that such small business entities are afforded the maximum practicable opportunity to participate as subcontractors, suppliers and otherwise in EPA-awarded financial assistance programs. This policy applies to all contracts and subcontracts for supplies, construction, and services under EPA grants or cooperative agreements. Small purchases are also subject to this policy.

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

Local Protest Procedure

Protests

A protest based upon an alleged violation of the procurement requirement may be filed against the OWNER's procurement action by a party with an adversely affected direct financial interest. The protest shall be filed with the Mayor. The OWNER shall determine the protest. The OWNER may request additional information or a hearing in order to resolve the protest.

A protest shall be filed as early as possible during the procurement process, but must be received by the OWNER no later than one week after the basis of the protest is known or should have been known, whichever is earlier. If the protest is mailed, the protester bears the risk of nondelivery with in the required time period.

A protest must clearly present the procurement requirement being protested, the facts which support the protest, and any other information necessary to support the protest.

Continuous Treatment Provisions

It is important that construction activities not result in any temporary violations of NPDES permit requirements (for permitted facilities) and construction activities should interrupt wastewater service to the individual resident as little as possible. For drinking water projects, it is important that construction activities not result in any disruption of service. Any disruption of service must be immediately reported to the Ohio EPA, Drinking Water Section of the appropriate district office.

Continuous Treatment (wastewater projects)

Federal regulations prohibit by-passing of any sewage during construction operations. The Contractor will be responsible for providing any required temporary pumping facilities piping, etc., necessary to complete the project without any plant by-passing and continuous treatment must be provided at the same level during construction as existed prior to construction.

Unless otherwise previously or subsequently specified, the Contractor shall procure and pay for all permits, licenses, and approvals necessary for the execution of his Contract.

The Contractor shall comply with all laws, ordinances, rules, orders, and regulations relating to the performance of the work required to complete their Contract.

Continuous Treatment (drinking water projects)

The Contractor will be responsible for obtaining approval from Ohio EPA for use of temporary pumping facilities, piping and other items in order to complete the project without any plant by-passing. Continuous treatment must be provided at the same level during construction as existed prior to construction.

Unless otherwise previously or subsequently specified, the Contractor shall procure and pay for all permits, licenses, and approvals necessary for the execution of his Contract.

The Contractor shall comply with all laws, ordinances, rules, orders, and regulations relating to the performance of the work required to complete their Contract.

WPCLF/WSRLA Payments

This project is funded in whole or in part by funds from the Water Pollution Control Loan Fund (WPCLF) or the Water Supply Revolving Loan Account (WSRLA) as administered by the Ohio EPA-DEFA and the Ohio Water Development Authority (OWDA). The Contractor shall comply with all requirements of these programs. The Owner shall be responsible for the progress payments to the Contractor if the Owner becomes ineligible for further payments due to circumstances which are of no fault of the Contractor. The monthly payments to vendors may be made through the Owner, the OWDA, or both as deemed by the Owner.

The time frame for payment of pay estimates by the Owner and/or Special Funding Agency(s) may be up to 60 calendar days from date of receipt of pay estimate from Engineer to Owner. Ohio EPA/DEFA must approve all change orders before the change order may be submitted for payment on a pay estimate.

State of Ohio
 WATER POLLUTION CONTROL LOAN FUND (WPCLF) /
 WATER SUPPLY REVOLVING LOAN ACCOUNT (WSRLA)

CONTRACT CHANGE ORDER

RECIPIENT _____ CHANGE ORDER NBR _____

LOAN NUMBER _____ CONTRACT _____

OWDA PROJECT No. _____ DATE _____

Description of Change:

The time provided for completion in the contract for the above items is (increased/decreased) by ____ calendar days.

RECOMMENDED BY: _____ DATE: _____
 (Engineer)

APPROVED BY: _____ DATE: _____
 (Recipient)

ACCEPTED BY: _____ DATE: _____
 (Contractor)

 (Company)

<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 40%; border-right: 1px dashed black;">Original Contract Amt</td> <td style="border-bottom: 1px dashed black;"></td> </tr> <tr> <td style="border-right: 1px dashed black;">Previous Changes (+ / --)</td> <td style="border-bottom: 1px dashed black;"></td> </tr> <tr> <td style="border-right: 1px dashed black;">This Change (+ / --)</td> <td style="border-bottom: 1px dashed black;"></td> </tr> <tr> <td style="border-right: 1px dashed black;">Adjusted Contract Amt</td> <td style="border-bottom: 1px dashed black;"></td> </tr> </table>	Original Contract Amt		Previous Changes (+ / --)		This Change (+ / --)		Adjusted Contract Amt		<p>OWDA APPROVAL</p> <p>The above proposal is hereby accepted and I recommend that it be approved and made a part of the contract noted above. The approval does not constitute an increase in the total loan amount, but represents approval for the work.</p>
Original Contract Amt									
Previous Changes (+ / --)									
This Change (+ / --)									
Adjusted Contract Amt									
Ohio EPA Acceptance	Chief Engineer								
Date	Date								

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:

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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
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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 Piling (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
v) Office of Wastewater Management (4201M)
Peter C. Grevatt, Director
Office of Ground Water and Drinking Water (4601M)

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

TO: Water Management Division Directors
Regions I - X

P.L. 113-76, Consolidated Appropriations Act, 2014 (Act), includes an "American Iron and Steel (AIS)" requirement in section 436 that requires Clean Water State Revolving Loan Fund (CWSRF) and Drinking Water State Revolving Loan Fund (DWSRF) assistance recipients to use iron and steel products that are produced in the United States for projects for the construction, alteration, maintenance, or repair of a public water system or treatment works if the project is funded through an assistance agreement executed beginning January 17, 2014 (enactment of the Act), through the end of Federal Fiscal Year 2014.

Section 436 also sets forth certain circumstances under which EPA may waive the AIS requirement. Furthermore, the Act specifically exempts projects where engineering plans and specifications were approved by a State agency prior to January 17, 2014.

The approach described below explains how EPA will implement the AIS requirement. The first section is in the form of questions and answers that address the types of projects that must comply with the AIS requirement, the types of products covered by the AIS requirement, and compliance. The second section is a step-by-step process for requesting waivers and the circumstances under which waivers may be granted.

Implementation

The Act states:

Sec. 436. (a)(1) None of the funds made available by a State water pollution control revolving fund as authorized by title VI of the Federal Water Pollution Control Act (33 U.S.C. 1381 et seq.) or made available by a drinking water treatment revolving loan fund as authorized by section 1452 of the Safe Drinking Water Act (42 U.S.C. 300j-12) shall be used for a project for the construction, alteration, maintenance, or repair of a public water system or treatment works unless all of the iron and steel products used in the project are produced in the United States.

(2) In this section, the term “iron and steel products” means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials.

(b) Subsection (a) shall not apply in any case or category of cases in which the Administrator of the Environmental Protection Agency (in this section referred to as the “Administrator”) finds that—

(1) applying subsection (a) would be inconsistent with the public interest;

(2) iron and steel products are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or

(3) inclusion of iron and steel products produced in the United States will increase the cost of the overall project by more than 25 percent.

(c) If the Administrator receives a request for a waiver under this section, the Administrator shall make available to the public on an informal basis a copy of the request and information available to the Administrator concerning the request, and shall allow for informal public input on the request for at least 15 days prior to making a finding based on the request. The Administrator shall make the request and accompanying information available by electronic means, including on the official public Internet Web site of the Environmental Protection Agency.

(d) This section shall be applied in a manner consistent with United States obligations under international agreements.

(e) The Administrator may retain up to 0.25 percent of the funds appropriated in this Act for the Clean and Drinking Water State Revolving Funds for carrying out

the provisions described in subsection (a)(1) for management and oversight of the requirements of this section.

(f) This section does not apply with respect to a project if a State agency approves the engineering plans and specifications for the project, in that agency's capacity to approve such plans and specifications prior to a project requesting bids, prior to the date of the enactment of this Act.

The following questions and answers provide guidance for implementing and complying with the AIS requirements:

Project Coverage

1) What classes of projects are covered by the AIS requirement?

All treatment works projects funded by a CWSRF assistance agreement, and all public water system projects funded by a DWSRF assistance agreement, from the date of enactment through the end of Federal Fiscal Year 2014, are covered. The AIS requirements apply to the entirety of the project, no matter when construction begins or ends. Additionally, the AIS requirements apply to all parts of the project, no matter the source of funding.

2) Does the AIS requirement apply to nonpoint source projects or national estuary projects?

No. Congress did not include an AIS requirement for nonpoint source and national estuary projects unless the project can also be classified as a 'treatment works' as defined by section 212 of the Clean Water Act.

3) Are any projects for the construction, alteration, maintenance, or repair of a public water system or treatment works excluded from the AIS requirement?

Any project, whether a treatment works project or a public water system project, for which engineering plans and specifications were approved by the responsible state agency prior to January 17, 2014, is excluded from the AIS requirements.

4) What if the project does not have approved engineering plans and specifications but has signed an assistance agreement with a CWSRF or DWSRF program prior to January 17, 2014?

The AIS requirements do not apply to any project for which an assistance agreement was signed prior to January 17, 2014.

5) What if the project does not have approved engineering plans and specifications, but bids were advertised prior to January 17, 2014 and an assistance agreement was signed after January 17, 2014?

If the project does not require approved engineering plans and specifications, the bid advertisement date will count in lieu of the approval date for purposes of the exemption in section 436(f).

6) What if the assistance agreement that was signed prior to January 17, 2014, only funded a part of the overall project, where the remainder of the project will be funded later with another SRF loan?

If the original assistance agreement funded any construction of the project, the date of the original assistance agreement counts for purposes of the exemption. If the original assistance agreement was only for planning and design, the date of that assistance agreement will count for purposes of the exemption only if there is a written commitment or expectation on the part of the assistance recipient to fund the remainder of the project with SRF funds.

7) What if the assistance agreement that was signed prior to January 17, 2014, funded the first phase of a multi-phase project, where the remaining phases will be funded by SRF assistance in the future?

In such a case, the phases of the project will be considered a single project if all construction necessary to complete the building or work, regardless of the number of contracts or assistance agreements involved, are closely related in purpose, time and place. However, there are many situations in which major construction activities are clearly undertaken in phases that are distinct in purpose, time, or place. In the case of distinct phases, projects with engineering plans and specifications approval or assistance agreements signed prior to January 17, 2014 would be excluded from AIS requirements while those approved/signed on January 17, 2014, or later would be covered by the AIS requirements.

8) What if a project has split funding from a non-SRF source?

Many States intend to fund projects with “split” funding, from the SRF program and from State or other programs. Based on the Act language in section 436, which requires that American iron and steel products be used in any project for the construction, alteration, maintenance, or repair of a public water system or treatment works receiving SRF funding between and including January 17, 2014 and September 30, 2014, any project that is funded in whole or in part with such funds must comply with the AIS requirement. A “project” consists of all construction necessary to complete the building or work regardless of the number of contracts or assistance agreements involved so long as all contracts and assistance agreements awarded are closely related in purpose, time and place. This precludes the intentional splitting of SRF projects into separate and smaller contracts or assistance agreements to avoid AIS coverage on some portion of a larger project, particularly where the activities are integrally and proximately related to the whole. However, there are many situations in which major construction activities are clearly undertaken in separate phases that are distinct in purpose, time, or place, in which

case, separate contracts or assistance agreement for SRF and State or other funding would carry separate requirements.

9) What about refinancing?

If a project began construction, financed from a non-SRF source, prior to January 17, 2014, but is refinanced through an SRF assistance agreement executed on or after January 17, 2014 and prior to October 1, 2014, AIS requirements will apply to all construction that occurs on or after January 17, 2014, through completion of construction, unless, as is likely, engineering plans and specifications were approved by a responsible state agency prior to January 17, 2014. There is no retroactive application of the AIS requirements where a refinancing occurs for a project that has completed construction prior to January 17, 2014.

10) Do the AIS requirements apply to any other EPA programs, besides the SRF program, such as the Tribal Set-aside grants or grants to the Territories and DC?

No, the AIS requirement only applies to funds made available by a State water pollution control revolving fund as authorized by title VI of the Federal Water Pollution Control Act (33 U.S.C. 1381 et seq.) or made available by a drinking water treatment revolving loan fund as authorized by section 1452 of the Safe Drinking Water Act (42 U.S.C. 300j-12)

Covered Iron and Steel Products

11) What is an iron or steel product?

For purposes of the CWSRF and DWSRF projects that must comply with the AIS requirement, an iron or steel product is one of the following made primarily of iron or steel that is permanently incorporated into the public water system or treatment works:

- Lined or unlined pipes or fittings;
- Manhole Covers;
- Municipal Castings (defined in more detail below);
- Hydrants;
- Tanks;
- Flanges;
- Pipe clamps and restraints;
- Valves;
- Structural steel (defined in more detail below);
- Reinforced precast concrete; and
- Construction materials (defined in more detail below).

12) What does the term ‘primarily iron or steel’ mean?

‘Primarily iron or steel’ places constraints on the list of products above. For one of the listed products to be considered subject to the AIS requirements, it must be made of greater than 50% iron or steel, measured by cost. The cost should be based on the material costs.

13) Can you provide an example of how to perform a cost determination?

For example, the iron portion of a fire hydrant would likely be the bonnet, body and shoe, and the cost then would include the pouring and casting to create those components. The other material costs would include non-iron and steel internal workings of the fire hydrant (i.e., stem, coupling, valve, seals, etc). However, the assembly of the internal workings into the hydrant body would not be included in this cost calculation. If one of the listed products is not made primarily of iron or steel, United States (US) provenance is not required. An exception to this definition is reinforced precast concrete, which is addressed in a later question.

14) If a product is composed of more than 50% iron or steel, but is not listed in the above list of items, must the item be produced in the US? Alternatively, must the iron or steel in such a product be produced in the US?

The answer to both question is no. Only items on the above list must be produced in the US. Additionally, the iron or steel in a non-listed item can be sourced from outside the US.

15) What is the definition of steel?

Steel means an alloy that includes at least 50 percent iron, between .02 and 2 percent carbon, and may include other elements. Metallic elements such as chromium, nickel, molybdenum, manganese, and silicon may be added during the melting of steel for the purpose of enhancing properties such as corrosion resistance, hardness, or strength. The definition of steel covers carbon steel, alloy steel, stainless steel, tool steel and other specialty steels.

16) What does ‘produced in the United States’ mean?

Production in the United States of the iron or steel products used in the project requires that all manufacturing processes, including application of coatings, must take place in the United States, with the exception of metallurgical processes involving refinement of steel additives. All manufacturing processes includes processes such as melting, refining, forming, rolling, drawing, finishing, fabricating and coating. Further, if a domestic iron and steel product is taken out of the US for any part of the manufacturing process, it becomes foreign source material. However, raw materials such as iron ore, limestone and iron and steel scrap are not covered by the AIS requirement, and the material(s), if any, being applied as a coating are similarly not covered. Non-iron or steel components of an iron and steel product may come from non-US sources. For example, for products such as valves and hydrants, the individual non-iron and steel components

do not have to be of domestic origin.

17) Are the raw materials used in the production of iron or steel required to come from US sources?

No. Raw materials, such as iron ore, limestone, scrap iron, and scrap steel, can come from non-US sources.

18) If an above listed item is primarily made of iron or steel, but is only at the construction site temporarily, must such an item be produced in the US?

No. Only the above listed products made primarily of iron or steel, permanently incorporated into the project must be produced in the US. For example trench boxes, scaffolding or equipment, which are removed from the project site upon completion of the project, are not required to be made of U.S. Iron or Steel.

19) What is the definition of ‘municipal castings’?

Municipal castings are cast iron or steel infrastructure products that are melted and cast. They typically provide access, protection, or housing for components incorporated into utility owned drinking water, storm water, wastewater, and surface infrastructure. They are typically made of grey or ductile iron, or steel. Examples of municipal castings are:

- Access Hatches;
- Ballast Screen;
- Benches (Iron or Steel);
- Bollards;
- Cast Bases;
- Cast Iron Hinged Hatches, Square and Rectangular;
- Cast Iron Riser Rings;
- Catch Basin Inlet;
- Cleanout/Monument Boxes;
- Construction Covers and Frames;
- Curb and Corner Guards;
- Curb Openings;
- Detectable Warning Plates;
- Downspout Shoes (Boot, Inlet);
- Drainage Grates, Frames and Curb Inlets;
- Inlets;
- Junction Boxes;
- Lampposts;
- Manhole Covers, Rings and Frames, Risers;

Meter Boxes;
Service Boxes;
Steel Hinged Hatches, Square and Rectangular;
Steel Riser Rings;
Trash receptacles;
Tree Grates;
Tree Guards;
Trench Grates; and
Valve Boxes, Covers and Risers.

20) What is ‘structural steel’?

Structural steel is rolled flanged shapes, having at least one dimension of their cross-section three inches or greater, which are used in the construction of bridges, buildings, ships, railroad rolling stock, and for numerous other constructional purposes. Such shapes are designated as wide-flange shapes, standard I-beams, channels, angles, tees and zees. Other shapes include H-piles, sheet piling, tie plates, cross ties, and those for other special purposes.

21) What is a ‘construction material’ for purposes of the AIS requirement?

Construction materials are those articles, materials, or supplies made primarily of iron and steel, that are permanently incorporated into the project, not including mechanical and/or electrical components, equipment and systems. Some of these products may overlap with what is also considered “structural steel”. This includes, but is not limited to, the following products: wire rod, bar, angles, concrete reinforcing bar, wire, wire cloth, wire rope and cables, tubing, framing, joists, trusses, fasteners (i.e., nuts and bolts), welding rods, decking, grating, railings, stairs, access ramps, fire escapes, ladders, wall panels, dome structures, roofing, ductwork, surface drains, cable hanging systems, manhole steps, fencing and fence tubing, guardrails, doors, and stationary screens.

22) What is not considered a ‘construction material’ for purposes of the AIS requirement?

Mechanical and electrical components, equipment and systems are not considered construction materials. Mechanical equipment is typically that which has motorized parts and/or is powered by a motor. Electrical equipment is typically any machine powered by electricity and includes components that are part of the electrical distribution system.

The following examples (including their appurtenances necessary for their intended use and operation) are NOT considered construction materials: pumps, motors, gear reducers, drives (including variable frequency drives (VFDs)), electric/pneumatic/manual accessories used to operate valves (such as electric valve actuators), mixers, gates, motorized screens (such as traveling screens), blowers/aeration equipment, compressors, meters, sensors, controls and switches, supervisory control and data acquisition (SCADA), membrane bioreactor systems, membrane filtration systems, filters, clarifiers and clarifier mechanisms, rakes, grinders, disinfection systems, presses (including belt presses), conveyors, cranes, HVAC (excluding ductwork), water heaters,

heat exchangers, generators, cabinetry and housings (such as electrical boxes/enclosures), lighting fixtures, electrical conduit, emergency life systems, metal office furniture, shelving, laboratory equipment, analytical instrumentation, and dewatering equipment.

23) If the iron or steel is produced in the US, may other steps in the manufacturing process take place outside of the US, such as assembly?

No. Production in the US of the iron or steel used in a listed product requires that all manufacturing processes must take place in the United States, except metallurgical processes involving refinement of steel additives.

24) What processes must occur in the US to be compliant with the AIS requirement for reinforced precast concrete?

While reinforced precast concrete may not be at least 50% iron or steel, in this particular case, the reinforcing bar and wire must be produced in the US and meet the same standards as for any other iron or steel product. Additionally, the casting of the concrete product must take place in the US. The cement and other raw materials used in concrete production are not required to be of domestic origin.

If the reinforced concrete is cast at the construction site, the reinforcing bar and wire are considered to be a construction material and must be produced in the US.

Compliance

25) How should an assistance recipient document compliance with the AIS requirement?

In order to ensure compliance with the AIS requirement, specific AIS contract language must be included in each contract, starting with the assistance agreement, all the way down to the purchase agreements. Sample language for assistance agreements and contracts can be found in Appendix 3 and 4.

EPA recommends the use of a step certification process, similar to one used by the Federal Highway Administration. The step certification process is a method to ensure that producers adhere to the AIS requirement and assistance recipients can verify that products comply with the AIS requirement. The process also establishes accountability and better enables States to take enforcement actions against violators.

Step certification creates a paper trail which documents the location of the manufacturing process involved with the production of steel and iron materials. A step certification is a process under which each handler (supplier, fabricator, manufacturer,

processor, etc) of the iron and steel products certifies that their step in the process was domestically performed. Each time a step in the manufacturing process takes place, the manufacturer delivers its work along with a certification of its origin. A certification can be quite simple. Typically, it includes the name of the manufacturer, the location of the manufacturing facility where the product or process took place (not its headquarters), a description of the product or item being delivered, and a signature by a manufacturer's responsible party. Attached, as Appendix 5, are sample certifications. These certifications should be collected and maintained by assistance recipients.

Alternatively, the final manufacturer that delivers the iron or steel product to the worksite, vendor, or contractor, may provide a certification asserting that all manufacturing processes occurred in the US. While this type of certification may be acceptable, it may not provide the same degree of assurance. Additional documentation may be needed if the certification is lacking important information. Step certification is the best practice.

26) How should a State ensure assistance recipients are complying with the AIS requirement?

In order to ensure compliance with the AIS requirement, States SRF programs must include specific AIS contract language in the assistance agreement. Sample language for assistance agreements can be found in Appendix 3.

States should also, as a best practice, conduct site visits of projects during construction and review documentation demonstrating proof of compliance which the assistance recipient has gathered.

27) What happens if a State or EPA finds a non-compliant iron and/or steel product permanently incorporated in the project?

If a potentially non-compliant product is identified, the State should notify the assistance recipient of the apparent unauthorized use of the non-domestic component, including a proposed corrective action, and should be given the opportunity to reply. If unauthorized use is confirmed, the State can take one or more of the following actions: request a waiver where appropriate; require the removal of the non-domestic item; or withhold payment for all or part of the project. Only EPA can issue waivers to authorize the use of a non-domestic item. EPA may use remedies available to it under the Clean Water Act, the Safe Drinking Water Act, and 40 CFR part 31 grant regulations, in the event of a violation of a grant term and condition.

It is recommended that the State work collaboratively with EPA to determine the appropriate corrective action, especially in cases where the State is the one who identifies the item in noncompliance or there is a disagreement with the assistance recipient.

If fraud, waste, abuse, or any violation of the law is suspected, the Office of Inspector General (OIG) should be contacted immediately. The OIG can be reached at 1-888-546-8740 or OIG_Hotline@epa.gov. 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
<p>General</p> <ul style="list-style-type: none"> • Waiver request includes the following information: <ul style="list-style-type: none"> — 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 	✓	
<p>Cost Waiver Requests</p> <ul style="list-style-type: none"> • Waiver request includes the following information: <ul style="list-style-type: none"> — 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 		
<p>Availability Waiver Requests</p> <ul style="list-style-type: none"> • Waiver request includes the following supporting documentation necessary to demonstrate the availability, quantity, and/or quality of the materials for which the waiver is requested: <ul style="list-style-type: none"> — 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
<p>Cost Waiver Requests</p> <ul style="list-style-type: none"> • Does the waiver request include the following information? <ul style="list-style-type: none"> — 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%? 				
<p>Availability Waiver Requests</p> <ul style="list-style-type: none"> • Does the waiver request include supporting documentation sufficient to show the availability, quantity, and/or quality of the iron and/or steel product for which the waiver is requested? <ul style="list-style-type: none"> — 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? <p>Examples include:</p> <ul style="list-style-type: none"> — 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 (XXXXXXXXXXXX)

I, (company representative), certify that the following products and/or materials shipped/provided to the subject project are in full compliance with the American Iron and Steel requirement as mandated in EPA's State Revolving Fund Programs.

Item, Products and/or Materials:

1. XXXX
2. XXXX
3. XXXX

Such process took place at the following location:

If any of the above compliance statements change while providing material to this project we will immediately notify the prime contractor and the engineer.

Signed by company representative

**American Iron & Steel (AIS) Requirement of the Consolidated Appropriations Act of 2014
(Public Law 113-76)**

Q&A Part 2

PRODUCT QUESTIONS

1. Q: Do all fasteners qualify for de minimis exemption?

A: No. There is no broad exemption for fasteners from the American Iron and Steel (AIS) requirements. Significant fasteners used in SRF projects are not subject to the de minimis waiver for projects and must comply with the AIS requirements. Significant fasteners include fasteners produced to industry standards (e.g., ASTM standards) and/or project specifications, special ordered or those of high value. When bulk purchase of unknown-origin fasteners that are of incidental use and small value are used on a project, they may fall under the national de minimis waiver for projects. The list of potential items could be varied, such as big-box/hardware-store-variety screws, nails, and staples. The key characteristics of the items that may qualify for the de minimis waiver would be items that are incidental to the project purpose (such as drywall screws) and not significant in value or purpose (such as common nails or brads).

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	<ul style="list-style-type: none"> • Consolidated Appropriations Act 2014 • National waiver signed 4/15/2014*
On or after 10/1/2014	6/10/2014	<ul style="list-style-type: none"> • 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	<ul style="list-style-type: none"> • Consolidated Appropriations Act 2014 • National waiver signed 4/15/2014*
10/1/2014 through 12/15/2014	4/15/2014	<ul style="list-style-type: none"> • Continuing Appropriations Resolution 2015 (continued CAA 2014 requirements)** • National waiver signed 4/15/2014*
12/16/2014 through 9/30/2015	12/16/2014	<ul style="list-style-type: none"> • 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 WATER

DECISION MEMORANDUM

SUBJECT: De Minimis Waiver of Section 436 of P.L. 113-76, Consolidated Appropriations Act (CAA), 2014

FROM: Nancy K. Stoner
Acting Assistant Administrator

The EPA is hereby granting a nationwide waiver pursuant to the "American Iron and Steel (AIS)" requirements of P.L. 113-76, Consolidated Appropriations Act, 2014 (Act), section 436 under the authority of Section 436(b)(1) (public interest waiver) for de minimis incidental components of eligible water infrastructure projects. This action permits the use of products when they occur in de minimis incidental components of such projects funded by the Act that may otherwise be prohibited under section 436(a). Funds used for such de minimis incidental components cumulatively may comprise no more than a total of 5 percent of the total cost of the materials used in and incorporated into a project; the cost of an individual item may not exceed 1 percent of the total cost of the materials used in and incorporated into a project.

P.L. 113-76, Consolidated Appropriations Act, 2014 (Act), includes an "American Iron and Steel" (AIS) requirement in section 436 that requires Clean Water State Revolving Loan Fund (CWSRF) and Drinking Water State Revolving Loan Fund (DWSRF) assistance recipients to use specific domestic iron and steel products that are produced in the United States if the project is funded through an assistance agreement executed beginning January 17, 2014 (enactment of the Act), through the end of Fiscal Year 2014, unless the agency determines it necessary to waive this requirement based on findings set forth in Section 436(b). The Act states, "[the requirements] shall not apply in any case or category of cases in which the Administrator of the Environmental Protection Agency...finds that- (1) applying subsection (a) would be inconsistent with the public interest" 436(b)(1).

In implementing section 436 of the Act, the EPA must ensure that the section's requirements are applied consistent with congressional intent in adopting this section and in the broader context of the purposes, objectives, and other provisions applicable to projects funded under the SRF. Water infrastructure projects typically contain a relatively small number of high-cost components incorporated into the project. In bid solicitations for a project, these high-cost components are generally described in detail via project specific technical specifications. For these major components, utility owners and their contractors are generally familiar with the conditions of availability, the potential alternatives for each detailed specification, the approximate cost, and the country of manufacture of the available components.

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)?

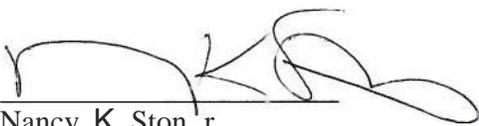
The responses were consistent across the variety of settings and project types, and indicated that the percentage of total costs for drinking water or wastewater infrastructure projects represented by these incidental components is generally not in excess of 5 percent of the total cost of the materials 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

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.

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 Contractors' Optional Use) See instructions at www.doi.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 (6, 9, LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER OF WORKER)	WORK CLASSIFICATION	(4) DAY AND DATE							TOTAL HOURS	RATE OF PAY	GROSS AMOUNT EARNED	(8) DEDUCTIONS			TOTAL DEDUCTIONS	NET WAGES PAID FOR WEEK
		Sun	Mon	Tue	Wed	Thurs	Frid	Sat				WITHH.	FICA	OTHER		
Alex Driver - ####	Power Equipment Operator Bull Dozer Group 2							3.00	\$62.83	\$1,422.84	\$161.00			\$538.43	\$1,374.03	
Jason Worker - ####	General Laborer							4.00	\$47.20	\$1,702.78	\$136.06			\$1,233.07		
Steve Worker - ####	Carpenter							1.50	\$60.19	\$1,064.72	\$121.00	\$54.27	\$47.19	\$1,406.18		
Roy Wrench - ####	Apprentice Carpenter 1st 6 mo. at 40%							40.00	\$32.72	\$1,064.72	\$85.18	\$90.50	\$26.62	\$307.71	\$757.01	
Bart Turner - ####	Plumber							20.00	\$67.88	\$1,004.80	\$163.46	\$147.11	\$51.08	\$480.16	\$1,563.04	
	Steamfitter							20.00	\$69.13	\$1,038.40	\$163.46	\$147.11	\$51.08	\$480.16	\$1,563.04	
	Power Equipment Operator Rotary Drill Group 4							24.00	\$60.80	\$1,439.20	\$115.93	\$142.48	\$35.98	\$415.93	\$1,023.27	

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 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 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 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.

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) JOB IDENTIFYING NUMBER	(3) WORK CLASSIFICATION	(4) DAY AND DATE							TOTAL HOURS	RATE OF PAY	GROSS AMOUNT EARNED	DEDUCTIONS				NET WAGES PAID FOR WEEK		
			HOURS WORKED EACH DAY										FICA	WITH- HOLDING TAX	State with- holding tax	Medicare		OTHER	TOTAL DEDUCTIONS
			Sun	Mon	Tue	Wed	Thur	Fri	Sat										
Alex Driver - ####	2	Power Equipment Bull Dozer Group 2							2.00	\$62.83	\$1,422.84	\$61.00	\$156.97	\$50.31	\$85.00	\$638.43	\$1,374.03		
Jason Worker - ####	2	General Laborer							4.00	\$40.70	\$2,012.46	\$35.06	\$132.66	\$42.52	\$467.71	\$1,233.07			
Sharon Wood - ####	3	Carpenter							1.50	\$60.19	\$1,700.78	\$151.00	\$154.77	\$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	\$307.71	\$757.01			
Roy Wrench - ####	5	Plumber							20.00	\$67.88	\$1,004.80	\$163.46	\$147.11	\$118.51	\$480.16	\$1,563.04			
Roy Wrench - ####	5	Steamfitter							20.00	\$69.13	\$1,038.40	\$115.41	\$142.48	\$35.98	\$415.53	\$1,023.27			
Bart Turner - ####	1	Power Equipment Rotary Drill Group 4							24.00	\$60.80	\$719.28	\$115.41	\$142.48	\$35.98	\$415.53	\$1,023.27			

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.

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)
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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:	
<p>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.</p>			
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:	

"General Decision Number: OH20250001 12/12/2025

Superseded General Decision Number: OH20240001

State: Ohio

Construction Types: Heavy and Highway

Counties: Ohio Statewide.

Heavy and Highway Construction Projects

Modification Number	Publication Date
0	01/03/2025
1	02/07/2025
2	02/14/2025
3	02/28/2025
4	03/07/2025
5	03/14/2025
6	04/25/2025
7	05/02/2025
8	05/09/2025
9	05/16/2025
10	05/30/2025
11	06/06/2025
12	06/27/2025
13	07/11/2025
14	07/18/2025
15	07/25/2025
16	08/08/2025
17	08/15/2025
18	09/05/2025
19	09/12/2025
20	09/26/2025
21	12/05/2025
22	12/12/2025

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
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BROH0007-002 06/01/2024

LAWRENCE

Rates Fringes

Bricklayer, Stonemason.....	\$ 33.39	20.06
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BROH0007-005 06/01/2023

PORTAGE & SUMMIT

Rates Fringes

BRICKLAYER.....	\$ 32.40	19.30
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BROH0007-010 06/01/2024

PORTAGE & SUMMIT

Rates Fringes

MASON - STONE.....	\$ 33.39	20.06
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BROH0008-001 06/01/2024

COLUMBIANA (Salem, Perry, Fairfield, Center, Elk Run, Middleton, & Unity Townships and the city of New Waterford), MAHONING & TRUMBULL

Rates Fringes

BRICKLAYER.....	\$ 33.39	20.06
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BROH0009-002 06/01/2024

BELMONT & MONROE COUNTIES and the Townships of Warren & Mt. Pleasant and the Village of Dillonvale in JEFFERSON COUNTY

Rates Fringes

Bricklayer, Stonemason.....	\$ 33.39	20.06
Refractory.....	\$ 31.45	19.01

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		

COSHOCTON, 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 05/01/2025

ASHLAND, ASHTABULA, CUYAHOGA, ERIE, GEAUGA, HURON, LAKE, LORAIN, MEDINA, PORTAGE, RICHLAND & SUMMIT

	Rates	Fringes
Diver, Wet.....	\$ 54.51	27.50
Piledrivermen; Diver, Dry.....	\$ 36.34	27.50

CARP1090-006 05/01/2025

COSHOCTON, 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 05/01/2025

CRAWFORD, DEFIANCE, FULTON, HANCOCK, HENRY, LUCAS, OTTAWA, PAULDING, SANDUSKY, SENECA, WILLIAMS & WOOD

	Rates	Fringes
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Piledrivermen & Diver's Tender...\$ 37.98 28.63

DIVERS - \$250.00 per day

ELEC0008-002 05/27/2024

DEFIANCE, FULTON, HANCOCK, HENRY, LUCAS, OTTAWA, PAULDING,
PUTNAM, SANDUSKY, SENECA, WILLIAMS & WOOD

	Rates	Fringes
CABLE SPLICER.....	\$ 38.98	18.96
ELECTRICIAN.....	\$ 48.40	4.5%+23.06

ELEC0032-003 06/01/2025

ALLEN, AUGLAIZE, HARDIN, LOGAN, MERCER, SHELBY, VAN WERT &
WYANDOT (Crawford, Jackson, Marseilles, Mifflin, Ridgeland,
Ridge & Salem Townships)

	Rates	Fringes
ELECTRICIAN.....	\$ 39.17	23.60

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 01/01/2025

DEFIANCE, FULTON, HANCOCK, HENRY, HURON, LUCAS, OTTAWA, PAULDING, PUTNAM, SANDUSKY, SENECA, WILLIAMS, and WOOD COUNTIES

	Rates	Fringes
Line Construction		
Cable Splicer.....	\$ 53.90	8.10+28%
Groundman/Truck Driver.....	\$ 20.51	8.10+28%
Heli-arc Welding.....	\$ 47.17	8.10+28%
Lineman.....	\$ 46.87	8.10+28%
Operator - Class 1.....	\$ 37.50	8.10+28%
Operator - Class 2.....	\$ 32.81	8.10+28%
Traffic Signal & Lighting Technician.....	\$ 42.18	8.10+28%

FOOTNOTE: a. 6 Observed Holidays: New Year's Day; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; & Christmas Day. Employees who work on a holiday shall be paid at a rate of double their applicable classified straight-time rates for the work performed on such holiday.

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, Hamden, 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 Inserter/Remover; Articulating/straight bed end dumps if assigned (minus \$4.00 per hour).

GROUP 4 - Backfiller; Ballast Re-locator; Bars, Joint & Mesh Installing Machine; Batch Plant; Boring Machine Operator (48" or less); Bull Floats; Burlap & Curing Machine; Concrete Plant (capacity 4 yd. & under); Concrete Saw (Multiple); Conveyor (Highway); Crusher; Deckhand; Farm-type Tractor with attachments (highway); Finishing Machine; Fireperson, Floating Equipment (all types); Forklift; Form Trencher; Hydro Hammer expect masonry; Hydro Seeder; Pavement Breaker; Plant Mixer; Post Driver; Post Hole Digger (Power Auger); Power Brush Burner; Power Form Handling Equipment; Road Widening Trencher; Roller (Brick, Grade & Macadam); Self-Propelled Power Spreader; Self-Propelled Power Subgrader; Steam Fireperson; Tractor (Pulling Sheepfoot, Roller or Grader); and Vibratory Compactor with Integral Power.

GROUP 5 - Compressor (Portable, Sewer, Heavy & Highway); Drum Fireperson (Asphalt Plant); Generator; Masonry Fork Lift; Inboard-Outboard Motor Boat Launch; Oil Heater (asphalt plant); Oiler/Helper; Power Driven Heater; Power Sweeper & Scrubber; Pump (under 4" discharge); 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 Inserter/Remover; Roller, Asphalt; Rotovator (lime soil

stabilizer); Switch & Tie Tampers (without lifting & aligning device); Utility Operator (Small equipment); and Welding Machines; Artiaculating/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
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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 Barberton), 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.

 PAIN006-002 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

 PAIN007-002 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 Day

b. Vacation Pay: After 1 year's service - 5 days' paid vacation; After 2, but less than 10 years' service - 10 days' paid vacation; After 10, but less than 20 years' service - 15 days' paid vacation; After 20 years' service - 20 days' paid vacation

c. Funeral leave up to 3 days maximum paid leave for death of mother, father, brother, sister, spouse, child,

mother-in-law, father-in-law, grandparent and inlaw provided employee attends funeral

PAIN0788-002 06/01/2024

ASHLAND, CRAWFORD, ERIE, HANCOCK, HURON, MARION, MORROW, OTTAWA (Allen, Bay, Bono, Catawba Island, Clay Center, Curtice, Danbury, Eagle Beach, Elliston, Elmore, Erie, Fishback, Gem Beach & Genoa), RICHLAND, SANDUSKY, SENECA & WYANDOT

	Rates	Fringes
PAINTER		
Brush & Roller.....	\$ 29.13	17.52
Structural Steel.....	\$ 30.73	17.52

WINTER REPAINT: Between December 1 to March 31 - 90%JR

\$.50 PER HOUR SHALL BE ADDED TO THE RATE OF PAY FOR THE CLASSIFICATION OF WORK:

While working swingstage, boatswain chair, needle beam and horizontal cable. While operating sprayguns, sandblasting, cobblasting and high pressure waterblasting (4000psi).

\$1.00 PER HOUR SHALL BE ADDED TO THE RATE OF PAY FOR THE CLASSIFICATION OF WORK:

For the application of catalized epoxy, including latex epoxy that is deemed hazardous, lead abatement, or for work or material where special precautions beyond normal work duties must be taken. For working on stacks, tanks, and towers over 40 feet in height.

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
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PLUM0577-002 06/01/2025

ADAMS, ATHENS, GALLIA, HIGHLAND, JACKSON, LAWRENCE, PIKE,
SCIOTO & VINTON

	Rates	Fringes
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Plumber, Pipefitter, Steamfitter.....	\$ 42.65	28.56
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PLUM0776-002 07/01/2025

ALLEN, AUGLAIZE, HARDIN, LOGAN, MERCER, SHELBY and VAN WERT
COUNTIES

	Rates	Fringes
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Plumber, Pipefitter, Steamfitter.....	\$ 42.76	30.81
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TEAM0377-003 05/01/2025

STATEWIDE, EXCEPT CUYAHOGA, GEAUGA & LAKE

	Rates	Fringes
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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
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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"

SECTION 10
APPENDIX



DEPARTMENT OF THE ARMY
BUFFALO DISTRICT, CORPS OF ENGINEERS
1776 NIAGARA STREET
BUFFALO, NEW YORK 14207-3199

May 7, 2024

Regulatory Branch

SUBJECT: Department of the Army Permit No. LRB-2023-00700, Nationwide Permit No. 58 as Published in the Federal Register, Volume 86, No. 8, on Wednesday, January 13, 2021.

Mr. Jeffrey White
Village of Marblehead
513 W. Main Street
Marblehead, Ohio 43440

Dear Mr. White:

This pertains to the Village of Marblehead's application for a Department of the Army permit to temporarily place fill material below the ordinary high-water elevation of approximately 0.60 acres of Sandusky Bay in association with construction of approximately 3,260 linear of watermain utility line. The project is located from the mainland, across Sandusky Bay, and throughout Johnson's Island, in the Village of Marblehead, Ottawa County, Ohio (Sheets 1-5 of 5).

I have determined that your project satisfies the terms and conditions of the attached Nationwide Permit (NWP). However, your project does not conform to all of the conditions contained in the Ohio Coastal Zone Management (CZM) Program associated with this NWP.

Before you can commence work under this Nationwide Permit you must obtain an activity specific Coastal Zone Certification from the Ohio Department of Natural Resources at the following address:

Steve Holland, M.P.A.
Federal Consistency Coordinator
Ohio Coastal Management Program
ODNR Office of Coastal Management
105 West Shoreline Drive
Sandusky, Ohio 44870
(419) 626-7980

Once you have successfully completed the CZM process, you must forward a copy of the project specific certification to this office. The conditions of the project specific certification will supersede the certification conditions included with the NWP attached to this transmittal. If the project remains unchanged you may commence work under the attached Nationwide Permit without any further coordination with this office. However, if your project is modified during the Consistency review you will need to contact this office to determine if the modified project is still authorized by the attached Nationwide Permit. If this situation arises, you may need to

Regulatory Branch

SUBJECT: Department of the Army Permit No. LRB-2023-00700, Nationwide Permit No. 58 as Published in the Federal Register, Volume 86, No. 8, on Wednesday, January 13, 2021.

furnish a revised permit application, and you may not commence work until you receive Department of the Army authorization.

It is your responsibility to remain informed of changes to the NWP program. A public notice announcing any changes will be issued when they occur and will be available for viewing at our website: <http://www.lrb.usace.army.mil/Missions/Regulatory.aspx>. Finally, note that if your activity is not undertaken within the defined period or the project specifications have changed, you must immediately notify this office to determine the need for further approval or reverification.

In addition to the general conditions attached to the NWP, your attention is directed to the following Special Conditions which are also appended at the end of the NWP General Conditions:

1. The permittee must obtain a certification from the State of Ohio that your project is consistent with their Coastal Zone Management Plan (CZMP) prior to using this Nationwide Permit. To obtain this certification the permittee must contact Mr. Steve Holland, Federal Consistency Administrator, Ohio Department of Natural Resources, Office of Coastal Management, 105 West Shoreline Drive, Sandusky, Ohio 44870, or by phone at (419) 626-7980.
2. The permittee must adhere to the Archaeological Risk Management Plan, Johnson's Island Water Main Extension Project (SHPO# 2023-OTT-57596), Danbury Township, Ottawa County, Ohio attached to this Nationwide Permit affirmation as Appendix A.
3. At the request of an authorized representative of the Buffalo District, U.S. Army Corps of Engineers, the permittee shall allow access to the project site to determine compliance with the conditions of this permit.
4. You are responsible for ensuring that the contractor and/or workers executing the activity(s) authorized by this permit have knowledge of the terms and conditions of the authorization and that a copy of the permit document is at the project site throughout the period the work is underway.

This affirmation is limited to the attached NWP and associated Water Quality Certification and does not obviate the need to obtain any other project specific Federal, state, or local authorization.

A copy of this letter has been sent to the Ohio Environmental Protection Agency, the Ohio Department of Natural Resources, Stephen Biehl (State Historic Preservation Office), and to Carrie Ricker (CT Consultants).

Regulatory Branch

SUBJECT: Department of the Army Permit No. LRB-2023-00700, Nationwide Permit No. 58 as Published in the Federal Register, Volume 86, No. 8, on Wednesday, January 13, 2021.

Questions pertaining to this matter should be directed to me at 716-879-4339 or by e-mail at: keith.c.sendziak@usace.army.mil

Sincerely,

A handwritten signature in cursive script that reads "Keith C Sendziak".

Keith C. Sendziak
Biologist

Enclosures

COMPLETION FORM / COMPLIANCE CERTIFICATION

Each permittee who receives a Nationwide Permit (NWP) verification letter from the Corps must provide a signed certification documenting completion of the authorized activity and any compensatory mitigation.

APPLICANT:
Village of Marblehead
513 W. Main Street
Marblehead, Ohio 43440

POINT OF CONTACT:
Mr. Jeffrey White
(same)

File No.: 2023-00700
File Closed: 5/07/2024
NWP No.: 58

Upon completion of the activity authorized by this permit and any required compensatory mitigation sign this certification and return it to the address listed below within 30 days of project completion.

Please note that your permitted activity is subject to a compliance inspection by a U.S. Army Corps of Engineers representative. If you fail to comply with this permit you are subject to permit suspension, modification, revocation, and/or assessment of administrative penalties.

The permittee shall certify the completion of the authorized work and mitigation:

- a. The authorized work was done in accordance with the NWP authorization, including any general, regional, or activity specific conditions.
- b. The implementation of any required compensatory mitigation was completed in accordance with the permit conditions. If credits from a mitigation bank or in-lieu fee program are used to satisfy the compensatory mitigation requirements, this certification must include the documentation required by 33 CFR 332.3(1)(3) to confirm that the permittee secured the appropriate number and resource type of credits.

Village of Marblehead (Mr. Jeffrey White)

Date

Permittee Telephone Number: _____

Project location: from the mainland, across Sandusky Bay, and throughout Johnson’s Island, in the Village of Marblehead, Ottawa County, Ohio

Project Description: water utility line construction

Authorized Impacts (Waters of the U.S. Impacted by Project): temporarily place fill material below the ordinary high-water elevation of approximately 0.60 acres of Sandusky Bay in association with construction of approximately 3,260 linear of watermain utility line.

Return completed form to:
Mr. David Leput
Regulatory Branch
U.S. Army Corps of Engineers
1776 Niagara Street
Buffalo, NY 14207

25. Is any portion of the nationwide permit activity already complete? Yes No If Yes, describe the completed work:

26. List the name(s) of any species listed as endangered or threatened under the Endangered Species Act that might be affected by the proposed NWP activity or utilize the designated critical habitat that might be affected by the proposed NWP activity. (see instructions)
Myotis septentrionalis (Northern long-eared bat)
Myotis sodalist (Indiana bat)
Necessary tree clearing will occur during Seasonal Tree Clearing time frame of October 1- March 31.

27. List any historic properties that have the potential to be affected by the proposed NWP activity or include a vicinity map indicating the location of the historic property or properties. (see instructions)
The entire island is listed on the National Register of Historic Places (NRHP) as the Johnson's Island Civil War Prison and Fort Site (NR Ref. #75001514). The project has the potential to encounter cultural resources and a Phase 1 archaeological survey is scheduled to take place.

28. For a proposed NWP activity that will occur in a component of the National Wild and Scenic River System, or in a river officially designated by Congress as a "study river" for possible inclusion in the system while the river is in an official study status, identify the Wild and Scenic River or the "study river":
There are no scenic river systems on or near the project site.

29. If the proposed NWP activity also requires permission from the Corps pursuant to 33 U.S.C. 408 because it will alter or temporarily or permanently occupy or use a U.S. Army Corps of Engineers federally authorized civil works project, have you submitted a written request for section 408 permission from the Corps district having jurisdiction over that project? Yes No
If "yes", please provide the date your request was submitted to the Corps district:

30. If the terms of the NWP(s) you want to use require additional information to be included in the PCN, please include that information in this space or provide it on an additional sheet of paper marked Block 30. (see instructions)

31. Pre-construction notification is hereby made for one or more nationwide permit(s) to authorize the work described in this notification. I certify that the information in this pre-construction notification is complete and accurate. I further certify that I possess the authority to undertake the work described herein or am acting as the duly authorized agent of the applicant.

Jeffrey L. White <small>Digitally signed by Jeffrey L. White Date: 2023.06.21 10:19:03 -04'00'</small>	2023-06-21	Carrie Ricker <small>Digitally signed by Carrie Ricker Date: 2023.06.21 10:41:15 -04'00'</small>	2023-06-21
SIGNATURE OF APPLICANT	DATE	SIGNATURE OF AGENT	DATE

The pre-construction notification must be signed by the person who desires to undertake the proposed activity (applicant) and, if the statement in Block 11 has been filled out and signed, the authorized agent.

18 U.S.C. Section 1001 provides that: Whoever, in any manner within the jurisdiction of any department or agency of the United States knowingly and willfully falsifies, conceals, or covers up any trick, scheme, or disguises a material fact or makes any false, fictitious or fraudulent statements or representations or makes or uses any false writing or document knowing same to contain any false, fictitious or fraudulent statements or entry, shall be fined not more than \$10,000 or imprisoned not more than five years or both.

**Instructions for Preparing a
Department of the Army
Nationwide Permit (NWP) Pre-Construction Notification (PCN)**

Blocks 1 through 4. To be completed by the Corps of Engineers.

Block 5. Applicant's Name. Enter the name and the e-mail address of the responsible party or parties. If the responsible party is an agency, company, corporation, or other organization, indicate the name of the organization and responsible officer and title. If more than one party is associated with the preconstruction notification, please attach a sheet of paper with the necessary information marked Block 5.

Block 6. Address of Applicant. Please provide the full address of the party or parties responsible for the PCN. If more space is needed, attach an extra sheet of paper marked Block 6.

Block 7. Applicant's Telephone Number(s). Please provide the telephone number where you can usually be reached during normal business hours.

Blocks 8 through 11. To be completed, if you choose to have an agent.

Block 8. Authorized Agent's Name and Title. Indicate name of individual or agency, designated by you, to represent you in this process. An agent can be an attorney, builder, contractor, engineer, consultant, or any other person or organization. Note: An agent is not required.

Blocks 9 and 10. Agent's Address and Telephone Number. Please provide the complete mailing address of the agent, along with the telephone number where he / she can be reached during normal business hours.

Block 11. Statement of Authorization. To be completed by the applicant, if an agent is to be employed.

Block 12. Proposed Nationwide Permit Activity Name or Title. Please provide a name identifying the proposed NWP activity, e.g., Windward Marina, Rolling Hills Subdivision, or Smith Commercial Center.

Block 13. Name of Waterbody. Please provide the name (if it has a name) of any stream, lake, marsh, or other waterway to be directly impacted by the NWP activity. If it is a minor (no name) stream, identify the waterbody the minor stream enters.

Block 14. Proposed Activity Street Address. If the proposed NWP activity is located at a site having a street address (not a box number), please enter it in Block 14.

Block 15. Location of Proposed Activity. Enter the latitude and longitude of where the proposed NWP activity is located. Indicate whether the project location provided is the center of the project or whether the project location is provided as the latitude and longitude for each of the "corners" of the project area requiring evaluation. If there are multiple sites, please list the latitude and longitude of each site (center or corners) on a separate sheet of paper and mark as Block 15.

Block 16. Other Location Descriptions. If available, provide the Tax Parcel Identification number of the site, Section, Township, and Range of the site (if known), and / or local Municipality where the site is located.

Block 17. Directions to the Site. Provide directions to the site from a known location or landmark. Include highway and street numbers as well as names. Also provide distances from known locations and any other information that would assist in locating the site. You may also provide a description of the location of the proposed NWP activity, such as lot numbers, tract numbers, or you may choose to locate the proposed NWP activity site from a known point (such as the right descending bank of Smith Creek, one mile downstream from the Highway 14 bridge). If a large river or stream, include the river mile of the proposed NWP activity site if known. If there are multiple locations, please indicate directions to each location on a separate sheet of paper and mark as Block 17.

Block 18. Identify the Specific Nationwide Permit(s) You Propose to Use. List the number(s) of the Nationwide Permit(s) you want to use to authorize the proposed activity (e.g., NWP 29).

Block 19. Description of the Proposed Nationwide Permit Activity. Describe the proposed NWP activity, including the direct and indirect adverse environmental effects the activity would cause. The description of the proposed activity should be sufficiently detailed to allow the district engineer to determine that the adverse environmental effects of the activity will be no more than minimal. Identify the materials to be used in construction, as well as the methods by which the work is to be done.

Provide sketches when necessary to show that the proposed NWP activity complies with the terms of the applicable NWP(s). Sketches usually clarify the activity and result in a quicker decision. Sketches should contain sufficient detail to provide an illustrative description of the proposed NWP activity (e.g., a conceptual plan), but do not need to be detailed engineering plans.

The written descriptions and illustrations are an important part of the application. Please describe, in detail, what you wish to do. If more space is needed, attach an extra sheet of paper marked Block 19.

Block 20. Description of Proposed Mitigation Measures. Describe any proposed mitigation measures intended to reduce the adverse environmental effects caused by the proposed NWP activity. The description of any proposed mitigation measures should be sufficiently detailed to allow the district engineer to determine that the adverse environmental effects of the activity will be no more than minimal and to determine the need for compensatory mitigation or additional mitigation measures.

Block 21. Purpose of Nationwide Permit Activity. Describe the purpose and need for the proposed NWP activity. What will it be used for and why? Also include a brief description of any related activities associated with the proposed project. Provide the approximate dates you plan to begin and complete all work.

Block 22. Quantity of Wetlands, Streams, or Other Types of Waters Directly Affected by the Proposed Nationwide Permit Activity. For discharges of dredged or fill material into waters of the United States, provide the amount of wetlands, streams, or other types of waters filled, flooded, excavated, or drained by the proposed NWP activity. For structures or work in navigable waters of the United States subject to Section 10 of the Rivers and Harbors Act of 1899, provide the amount of navigable waters filled, dredged, or occupied by one or more structures (e.g., aids to navigation, mooring buoys) by the proposed NWP activity.

For multiple NWPs, or for separate and distant crossings of waters of the United States authorized by NWPs 12 or 14, attach an extra sheet of paper marked Block 21 to provide the quantities of wetlands, streams, or other types of waters filled, flooded, excavated, or drained (or dredged or occupied by structures, if in waters subject to Section 10 of the Rivers and Harbors Act of 1899) for each NWP. For NWPs 12 and 14, include the amount of wetlands, streams, or other types of waters filled, flooded, excavated, or drained for each separate and distant crossing of waters or wetlands. If more space is needed, attach an extra sheet of paper marked Block 22.

Block 23. Identify Any Other Nationwide Permit(s), Regional General Permit(s), or Individual Permit(s) Used to Authorize Any Part of Proposed Activity or Any Related Activity. List any other NWP(s), regional general permit(s), or individual permit(s) used or intended to be used to authorize any part of the proposed project or any related activity. For linear projects, list other separate and distant crossings of waters and wetlands authorized by NWPs 12 or 14 that do not require PCNs. If more space is needed, attach an extra sheet of paper marked Block 23.

Block 24. Compensatory Mitigation Statement for Losses of Greater Than 1/10-Acre of Wetlands When Pre-Construction Notification is Required. Paragraph (c) of NWP general condition 23 requires compensatory mitigation at a minimum one-for-one replacement ratio will be required for all wetland losses that exceed 1/10-acre and require pre-construction notification, unless the district engineer determines in writing that either some other form of mitigation is more environmentally appropriate or the adverse environmental effects of the proposed NWP activity are no more than minimal without compensatory mitigation, and provides an activity-specific waiver of this requirement. Describe the proposed compensatory mitigation for wetland losses greater than 1/10 acre, or provide an explanation of why the district engineer should not require wetland compensatory mitigation for the proposed NWP activity. If more space is needed, attach an extra sheet of paper marked Block 24.

Block 25. Is Any Portion of the Nationwide Permit Activity Already Complete? Describe any work that has already been completed for the NWP activity.

Block 26. List the Name(s) of Any Species Listed As Endangered or Threatened under the Endangered Species Act that Might be Affected by the Nationwide Permit Activity. If you are not a federal agency, and if any listed species or designated critical habitat might be affected or is in the vicinity of the proposed NWP activity, or if the proposed NWP activity is located in designated critical habitat, list the name(s) of those endangered or threatened species that might be affected by the proposed NWP activity or utilize the designated critical habitat that might be affected by the proposed NWP activity. If you are a Federal agency, and the proposed NWP activity requires a PCN, you must provide documentation demonstrating compliance with Section 7 of the Endangered Species Act.

Block 27. List Any Historic Properties that Have the Potential to be Affected by the Nationwide Permit Activity. If you are not a Federal agency, and if any historic properties have the potential to be affected by the proposed NWP activity, list the name(s) of those historic properties that have the potential to be affected by the proposed NWP activity. If you are a Federal agency, and the proposed NWP activity requires a PCN, you must provide documentation demonstrating compliance with Section 106 of the National Historic Preservation Act.

Block 28. List the Wild and Scenic River or Congressionally Designated Study River if the Nationwide Permit Activity Would Occur in such a River. If the proposed NWP activity will occur in a river in the National Wild and Scenic River System or in a river officially designated by Congress as a "study river" under the Wild and Scenic Rivers Act, provide the name of the river. For a list of Wild and Scenic Rivers and study rivers, please visit <http://www.rivers.gov/>.

Block 29. Nationwide Permit Activities that also Require Permission from the Corps Under 33 U.S.C. 408. If the proposed NWP activity also requires permission from the Corps under 33 U.S.C. 408 because it will temporarily or permanently alter, occupy, or use a Corps federal authorized civil works project, indicate whether you have submitted a written request for section 408 permission from the Corps district having jurisdiction over that project.

Block 30. Other Information Required For Nationwide Permit Pre-Construction Notifications. The terms of some of the Nationwide Permits include additional information requirements for preconstruction notifications:

- * NWP 3, Maintenance –information regarding the original design capacities and configurations of the outfalls, intakes, small impoundments, and canals.
- * NWP 31, Maintenance of Existing Flood Control Facilities –a description of the maintenance baseline and the dredged material disposal site.
- * NWP 33, Temporary Construction, Access, and Dewatering –a restoration plan showing how all temporary fills and structures will be removed and the area restored to pre-project conditions.
- * NWP 44, Mining Activities –if reclamation is required by other statutes, then a copy of the final reclamation plan must be submitted with the pre-construction notification.
- * NWP 45, Repair of Uplands Damaged by Discrete Events –documentation, such as a recent topographic survey or photographs, to justify the extent of the proposed restoration.
- * NWP 48, Commercial Shellfish Aquaculture Activities –(1) a map showing the boundaries of the project area, with latitude and longitude coordinates for each corner of the project area; (2) the name(s) of the species that will be cultivated during the period this NWP is in effect; (3) whether canopy predator nets will be used; (4) whether suspended cultivation techniques will be used; and (5) general water depths in the project area (a detailed survey is not required).
- * NWP 49, Coal Remining Activities –a document describing how the overall mining plan will result in a net increase in aquatic resource functions must be submitted to the district engineer and receive written authorization prior to commencing the activity.
- * NWP 50, Underground Coal Mining Activities –if reclamation is required by other statutes, then a copy of the reclamation plan must be submitted with the pre-construction notification.

If more space is needed, attach an extra sheet of paper marked Block 30.

Block 31. Signature of Applicant or Agent. The PCN must be signed by the person proposing to undertake the NWP activity, and if applicable, the authorized party (agent) that prepared the PCN. The signature of the person proposing to undertake the NWP activity shall be an affirmation that the party submitting the PCN possesses the requisite property rights to undertake the NWP activity (including compliance with special conditions, mitigation, etc.).

DELINEATION OF WETLANDS, OTHER SPECIAL AQUATIC SITES, AND OTHER WATERS

Each PCN must include a delineation of wetlands, other special aquatic sites, and other waters, such as lakes and ponds, and perennial, intermittent, and ephemeral streams, on the project site. Wetland delineations must be prepared in accordance with the current wetland delineation manual and regional supplement published by the Corps. The permittee may ask the Corps to delineate the special aquatic sites and other waters on the project site, but there may be a delay if the Corps does the delineation, especially if the project site is large or contains many wetlands, other special aquatic sites, and other waters. The 45 day PCN review period will not start until the delineation is submitted or has been completed by the Corps.

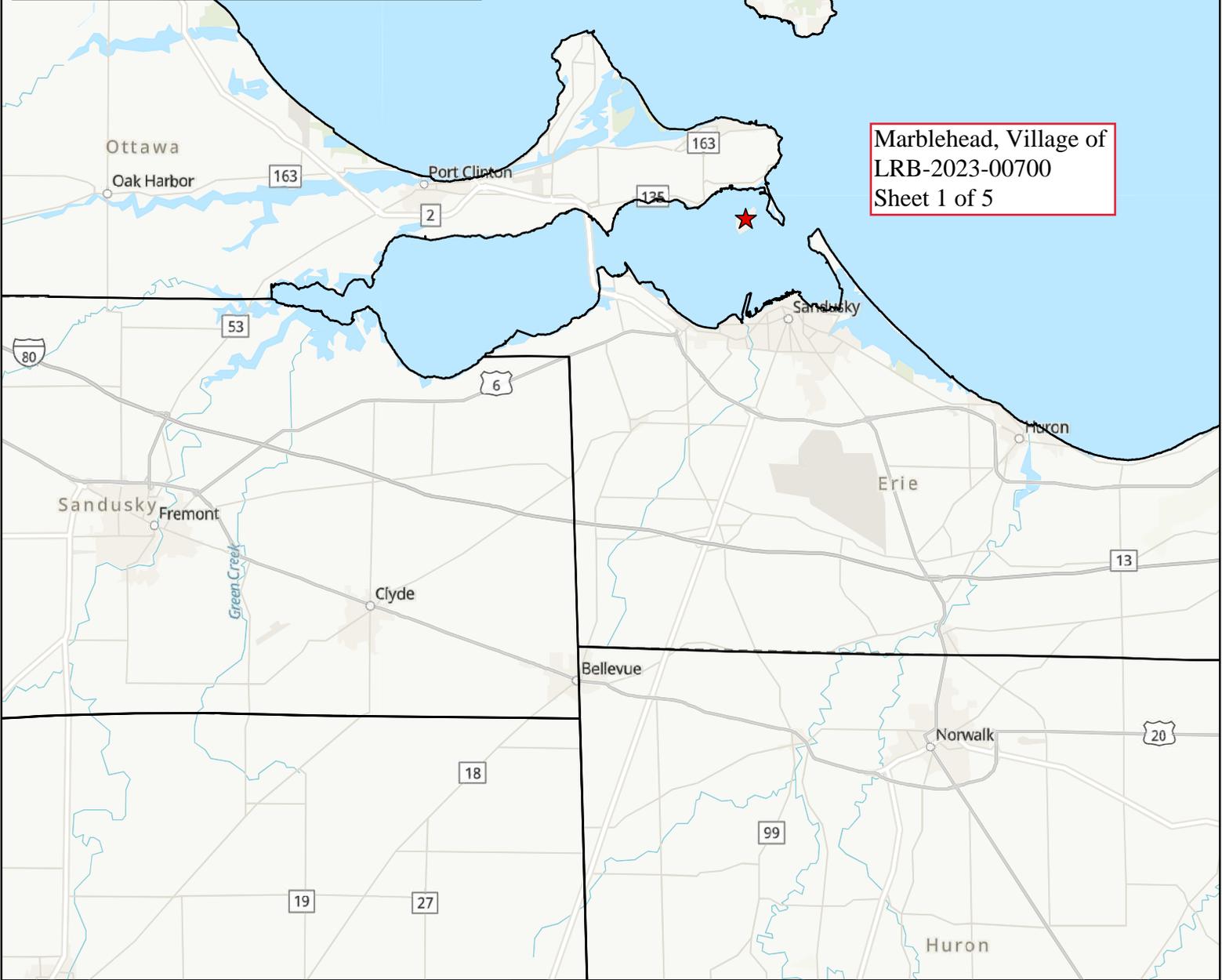
DRAWINGS AND ILLUSTRATIONS

General Information.

Three types of illustrations are needed to properly depict the work to be undertaken. These illustrations or drawings are identified as a Vicinity Map, a Plan View or a Typical Cross-Section Map. Identify each illustration with a figure or attachment number. For linear projects (e.g. roads, subsurface utility lines, etc.) gradient drawings should also be included. Please submit one original, or good quality copy, of all drawings on 8½x11 inch plain white paper (electronic media may be substituted). Use the fewest number of sheets necessary for your drawings or illustrations. Each illustration should identify the project, the applicant, and the type of illustration (vicinity map, plan view, or cross-section). While illustrations need not be professional (many small, private project illustrations are prepared by hand), they should be clear, accurate, and contain all necessary information.

ADDITIONAL INFORMATION AND REQUIREMENTS

For proposed NWP activities that involve discharges into waters of the United States, water quality certification from the State, Tribe, or EPA must be obtained or waived (see NWP general condition 25). Some States, Tribes, or EPA have issued water quality certification for one or more NWPs. Please check the appropriate Corps district web site to see if water quality certification has already been issued for the NWP(s) you wish to use. For proposed NWP activities in coastal states, state Coastal Zone Management Act consistency concurrence must be obtained, or a presumption of concurrence must occur (see NWP general condition 26). Some States have issued Coastal Zone Management Act consistency concurrences for one or more NWPs. Please check the appropriate Corps district web site to see if Coastal Zone Management Act consistency concurrence has already been issued for the NWP(s) you wish to use.



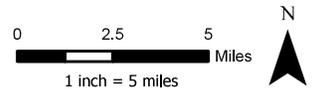
Marblehead, Village of
LRB-2023-00700
Sheet 1 of 5

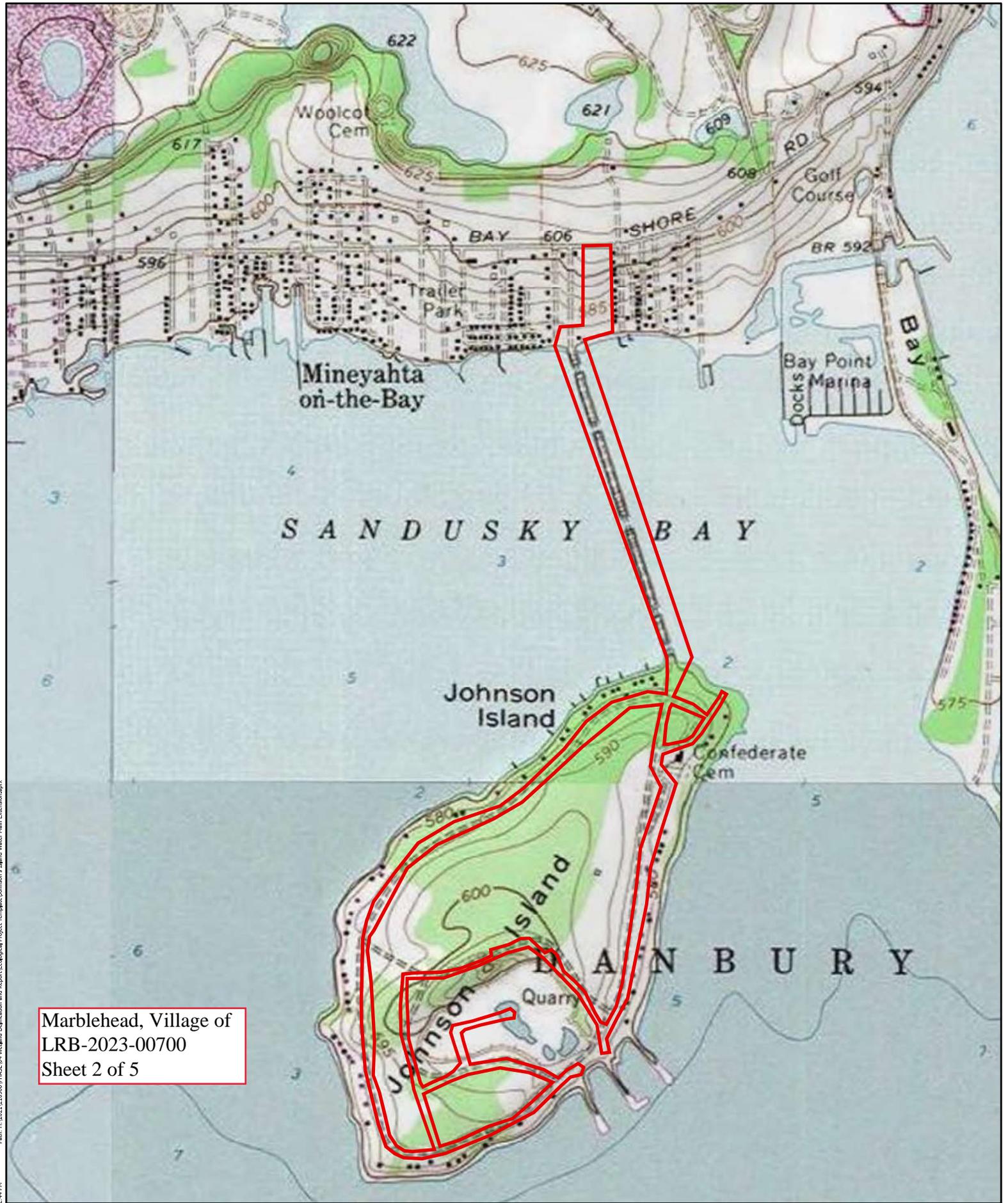
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★ Project Location

Figure 1. Location Map
Johnson's Island Water Main Extension

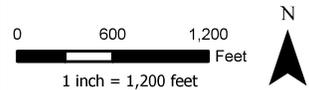




Marblehead, Village of
 LRB-2023-00700
 Sheet 2 of 5

 Project Area

Figure 2. USGS Topographic Map
 Johnson's Island Water Main Extension



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REVIEW

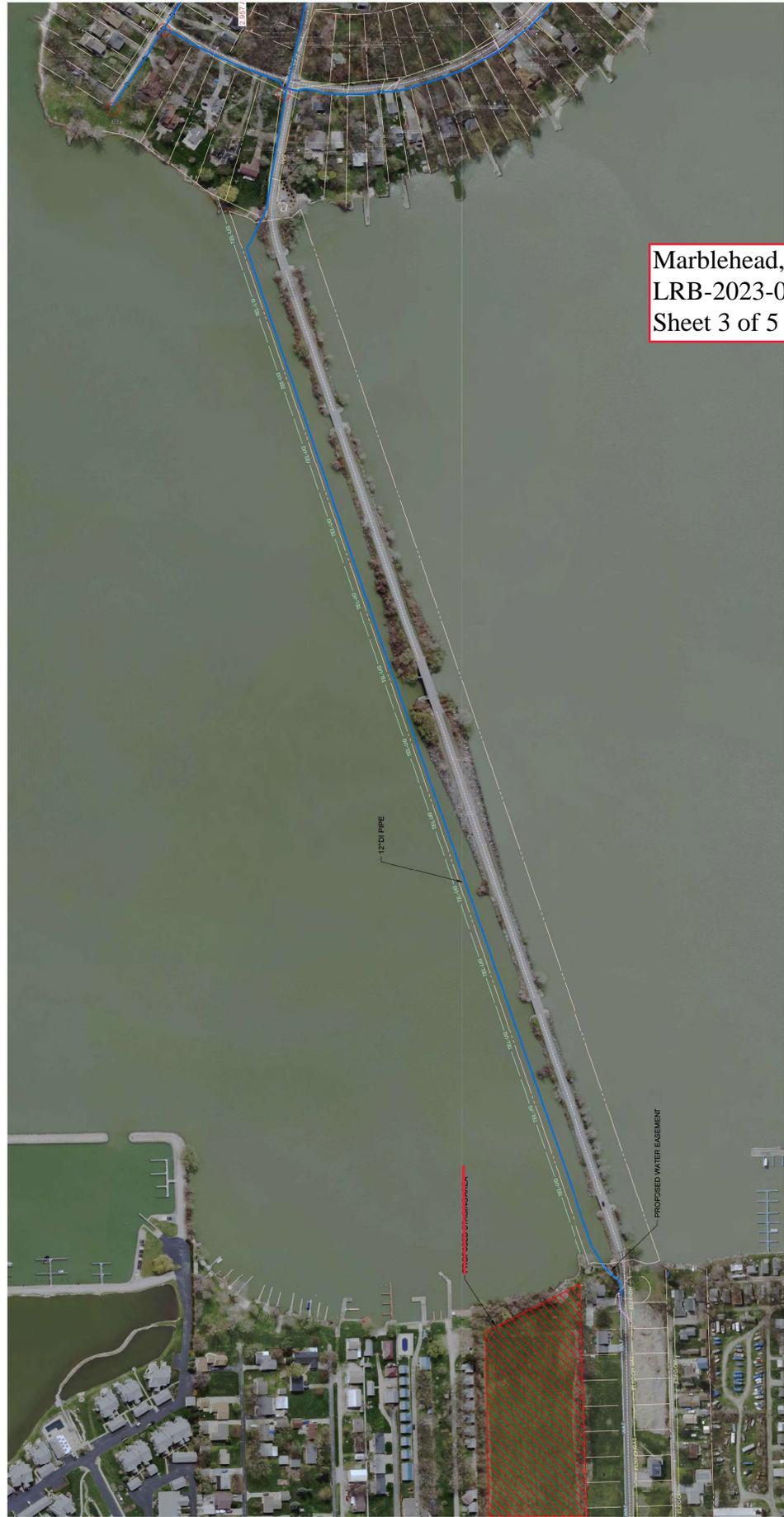


NO.	REVISION	DATE

ISSUED FOR:	REVIEW
ISSUE DATE:	2/20/23
SCALE:	AS SHOWN
DESIGNED BY:	COB
DRAWN BY:	COB
CHECKED BY:	DEB

JOHNSON ISLAND WATER MAIN EXTENSION

PROJECT NO.	210900
DISTRICT	CIVIL
SHEET NAME	
SHEET	3



Marblehead, Village of
 LRB-2023-00700
 Sheet 3 of 5

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REVIEW



NO.	REVISION	DATE

ISSUED FOR: REVIEW: DATE: NO.:

SCALE: AS SHOWN

ISSUE DATE: 2/20/23

DESIGNED BY: CDB

DRAWN BY: CDB

CHECKED BY: CDB

PROJECT NO. 210900

DISTRICT CIVIL

SHEET NAME

SHEET 02

JOHNSON ISLAND WATER MAIN EXTENSION



Marblehead, Village of
 LRB-2023-0700
 Sheet 4 of 5

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September 23, 2024

Re: *Johnsons Island Waterline - Archaeological Mitigation Intent*

To whom it may concern,

The Johnsons Island Waterline Project in Marblehead, Ohio involves the laying of approximately 20,000 LF of new waterline on Johnsons Island. Johnsons Island is listed as a National Historic Landmark, and in coordination with the State Historic Preservation Office (SHPO), a Phase I archaeological investigation within the Area of Potential Effects (APE) was completed. An Archaeological Risk Management Plan has been completed administering an Inadvertent Discoveries Plan (IDP) and protocols for archaeological monitoring during construction, as advised by SHPO. Furthermore, a preliminary investigation using Ground Penetrating Radar (GPR) was conducted around the Confederate Stockade Cemetery to inform alignment of the proposed waterline. The GPR investigation report is attached for review along with the proposed alignment routing. Due to the nature of the right of way in this area, the results of the GPR investigation, and the standards outlined by Ohio Environmental Protection Agency, there is not a feasible alignment that would avoid all identified GPR anomalies by the intended minimum distance of 1.5 meters. It is the Engineer's intent that the Contractor, prior to the waterline installation, will hand dig anomalous areas along the proposed waterline alignment with the supervision of the archaeological monitor. In the event of the discovery of an artifact or burial the established IDP protocol will be used. On behalf of the Village of Marblehead, CT requests a meeting between involved parties including ASC Group, SHPO, USACE, and NPS, as necessary, for consultation and coordination regarding the potential to encounter burials and to determine next steps for proceeding with the project.

Respectfully,

CT CONSULTANTS, INC.



Dan Barr
Principal Engineer

Appendix A

**Archaeological Risk Management Plan
Johnson's Island Water Main Extension Project
(SHPO# 2023-OTT-57596)
Danbury Township, Ottawa County, Ohio**

**Prepared By:
David F. Klinge, MA, RPA
ASC Group, Inc.
800 Freeway Drive North, Suite 101
Columbus, Ohio 43229
614-268-2514
www.ascgroup.net
An ACRA member firm**

**Submitted To:
CT Consultants, Inc.
Northwoods I
7965 North High Street, Suite 340
Columbus, Ohio 43235
614-885-1700
www.ctconsultants.com**

Lead Federal Agency: United States Army Corps of Engineers

April 22, 2024



CULTURAL • ENVIRONMENTAL • HAZARDOUS
EVALUATION & CONSULTING

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INTRODUCTION

Under contract with CT Consultants (CT), ASC Group, Inc. (ASC) has completed cultural resources coordination for the proposed Johnson's Island Water Main Extension Project in Danbury Township, Ottawa County, Ohio. The proposed undertaking involves the installation of 7,236-meters (m) [23,740-feet (ft)] of waterline extending from Gaydos Drive on the main land along the existing causeway then following all of the residential streets on Johnson's Island. A 24-centimeter (cm) [10-inch (in)] diameter waterline will be placed underwater and on the island along the eastern side of Johnson's Island Causeway and along one side of Confederate, Memorial Shoreway, Baycliffs, and Woodcliff drives; Forest Glen Lane; and Quarrystone Court.

Following early coordination with the State Historic Preservation Office (SHPO) completed by CT, ASC completed a Phase I archaeological investigation with the Area of Potential Effects (APE). The APE was defined as a 6-m (20-ft) wide corridor centered on the proposed waterline. It includes approximately 2,205-m (7,234-ft) of corridor along the sides of the streets on the island. The APE encompassed a total of 3.70-hectares (ha) [9.14-acres (ac)] and was defined to include all potential ground-disturbing activities associated with the waterline's installation on the island. The installation trench will be at least 2-m (6-ft) deep and entirely within the existing road rights-of-way. The portion of the APE off of the island (i.e., the area along the proposed waterline east of the causeway that is underwater in Sandusky Bay and where it connects to the main land utilities at its northern terminus) was not included in the archaeological investigation.

The project is a federal undertaking and the United States Army Corps of Engineers (USACE) is the lead federal agency. The in-water portions of the project require a 404 Nationwide Waterways permit, requiring consultation with SHPO in compliance with Section 106 of the National Historic Preservation Act (NHPA). The Phase I investigation revealed that the project will affect the National Register of Historic Places (NRHP)-listed Johnson's Island Civil War Prison and Fort Site (Reference Number 75001514, 33OT62) which includes the entire island. The island has also been listed as a National Historic Landmark (NHL). The project will also disturb ground in close proximity to the currently defined limits of the Confederate Stockade Cemetery (aka Johnson's Island Confederate Cemetery) [Ohio Genealogical Society Identification Number (OGSID) 40368]. This national cemetery holds the remains of Confederate States' prisoners who died while held at the Civil War prison.

The Phase I archaeological investigation utilized a combination of visual inspection and shovel test pits (STPs), but the archaeologists did not encounter any resources that contribute to the NHL or NRHP districts in the APE. However, due to the sensitive nature of both resources, the report recommended construction phase monitoring within certain portions of the island deemed most sensitive for Civil War structures and deposits and in the vicinity of the cemetery. Previous investigations of both resources have documented well-preserved evidence of the stockaded fort and prison complex and intact burials beyond the currently defined limits of the cemetery.

Federal and State agencies are required to consult with NPS should an undertaking have the potential to have an adverse effect on a NHL property, per Section 110 of the NHPA. Accordingly, the Phase I archaeological survey report and recommendations were submitted to SHPO and the NPS who concurred with the recommendations on November 18, 2023. SHPO further recommended that additional coordination be governed by a Programmatic Agreement (PA) between USACE and the NPS. On November 30, 2023, USACE issued an effects determination, following their review of the Phase I archaeological survey report and results. In that letter, USACE agreed with SHPO's recommendation to include an inadvertent discoveries plan for human remains near the cemetery, but desired to include that as a special condition to the Waterways permit application. They also determined that the project, as defined and inclusive of the special permit condition, has no potential to adversely affect either the NHL or the cemetery.

On December 21, 2023, SHPO disagreed with USACE's determination and concluded that there was insufficient evidence, as indicated in the Phase I archaeological survey report, to make a determination of no adverse effect for either resource. SHPO reiterated a request for a guiding document between the USACE and SHPO to govern future archaeological coordination activity for the project. SHPO recommended an archaeological Risk Management Plan as that vehicle. USACE concurred with this recommendation.

MONITORING FOR THE JOHNSON'S ISLAND CIVIL WAR PRISON AND FORT SITE (REF# 75001514; 33OT62)

The proposed project impacts with the Johnson's Island Civil War Prison and Fort Site (Ref# 75001514; 33OT62) include the installation of a 24-cm (10-in) diameter water main in an excavated open cut trench. The planned trench will typically be excavated through soil and bedrock

to a depth of 1.8 m (6 ft) below the current ground surface. Given the soil conditions and anticipated depth of bedrock on much of the island, the open cut trench will be excavated using a stand-on trencher excavating machine. Although the Phase I investigation did not identify features or deposits associated with the Civil War occupation on the island, the open cut trench has the potential to affect undetected features or other archaeological deposits (such as middens) that may persist, particularly within the mapped core of the prison and military facility. Accordingly, the Phase I archaeological survey report recommended archaeological monitoring for all impacts except those along Memorial Shore Drive from its intersections with Johnson's Island Causeway/Confederate Drive in the northeast and Woodcliff Drive in the southwest. Monitoring in the vicinity of the Confederate Stockade Cemetery (OGSID 40368) is addressed in subsequent sections of this document.

Along Confederate Drive west of the cemetery, Baycliffs Drive, Woodcliff Drive, Forest Glen Drive, Quarrystone Court, and Confederate Drive west of the existing marina inlet, all excavation will be monitored by a qualified archaeologist (Figure 1). The archaeological monitor will meet the Secretary of Interior's standards for qualification per 36 CFR Part 61 and will have experience with historic period archaeology. The archaeological monitor will be on hand to observe all ground-disturbing activity associated with the installation of the water line. They will not direct the excavation, but will observe the open cut trench as it is being excavated, and may examine back dirt or spoil for dislocated artifacts or evidence of archaeological features.

When artifacts or evidence of cultural resources are observed in the trench or within recently excavated back dirt, the archaeological monitor will be afforded stop work authority to halt excavation and examine open trench. The archaeologist will be provided sufficient time to enter, clean, and examine the section of the trench suspected of producing the artifact or cultural evidence. They may clean and examine the trench walls and/or floor for indications of historic features like foundations, wall trenches, privies, or cellars, or intact artifact bearing soil strata from historic time periods. Features may also include areas of burned earth or pits associated with the island's rich prehistoric occupations. If no such evidence is observed, or if the artifacts or cultural evidence that initiated the work stoppage are found to have come from the disturbed twentieth-century overburden across much of the central part of the island, construction work will be allowed to proceed at pace. It is impossible to predict how long a work stoppage of this sort might be, but they can be expected to last approximately 15 minutes.

Identified or suspected features, artifact deposits, or artifact bearing intact soil strata not associated with twentieth-century quarrying and filling operations will be further investigated. Further investigation may include intensive cleaning, minor test excavation, plan and profile drawing, and digital photography. The aim of this more detailed investigation is to define and identify any suspected features, as well as record pertinent data as quickly as possible. These more detailed reviews will allow the archaeological monitor to determine if a suspected deposit is, in fact, cultural and possibly to determine if it is associated with the prehistoric past, the Civil War era occupation or the post-Civil War industrial and residential occupations. There is no way to accurately predict how the frequency or duration of these stoppages, but it is estimated, that they will not exceed two hours in length and may occur up to three times per week.

Encountering and identifying a confirmed, intact archaeological deposit associated with any of the three potential occupation periods outlined above, will require consultation with signatory agencies to this plan. If, at the end of a detailed review the archaeological monitor determines a discovered resource may contain significant information, and therefore may meet NRHP eligibility criteria. In that instance, the work stoppage in the vicinity of the discovery will continue until that coordination has occurred and a treatment plan has been developed for the discovery.

When the archaeological monitor is confident that a discovery has the potential to contain important information, the monitor will immediately contact the ASC Project Manager David F. Klinge, MA, RPA, or Principal Investigator Kevin Schwarz, PhD, RPA. ASC will immediately notify CT project management. ASC and CT will notify Keith Sendziak, Biologist with the USACE-Buffalo District (716-879-4339; keith.c.sendziak@uasce.army.mil) and Jeffrey White, Village of Marblehead Administrator (419-798-4074; marblehead43440@gmail.com) of the discovery. The USACE will notify Stephen Biehl, Archaeological Reviews Manager at SHPO (614-298-2027; sbiehl@ohiohistory.org) and Dr. Tim Schilling, Archaeologist with the National Park Service (NPS) [402-437-5392 ex. 116; Tim_Schilling@nps.gov]. Within 24 hours of that notification, ASC will provide a brief written description of the discovery to all of the agencies above. The review will include an aerial photograph depicting its location, at least two photographs from different views, and a drawn interpretation in plan view or profile, if possible. The description will include a preliminary identification of the resource or features and an estimation of its size and extent in the work area.

Following submittal of the summary description, ASC will initiate coordination with CT, USACE, the Village of Marblehead, SHPO, and the NPS to discuss appropriate treatment plans. This coordination will occur within 24 hours of the summary submittal. Treatment plan decisions will consider the resource type, its association with either Native, Civil War, or post-Civil War occupations, its integrity within the excavated trench, and its assumed extent and integrity beyond the walls of the open excavation. Appropriate treatment options may include archaeological sampling or excavation of intact portions of the discovery within the trench, sampling for excavation of intact portions of the discovery adjacent to the open trench if it has been entirely eliminated in the trench, or documentation and preservation of the feature in place without additional excavation. Note that any identified human remains discoveries will be subject to the Inadvertent Discoveries Plan (IDP) presented on Page 7 of this document.

Once a treatment plan has been developed and agreed to by all parties, ASC will prepare a cost estimate and work scope to execute the plan, if needed. The cost estimate and work scope will be submitted to CT for approval within 24 hours. Work in the vicinity of the discovery will not be allowed to proceed until any required field investigation in the plan has been executed.

The individual treatment plan will provide for summary report preparation and documentation based on the type of resource. Continuation of the construction work will not be contingent upon submittal of the summary report for each resource, but completion of the reporting will stand as a commitment that must be met to complete cultural resources compliance for the project and compliance with the terms of the Section 404 permit. A timeline for submittal of the summary report will be provided in the work scope and cost estimate. If several resources are encountered during the project, it may be desirable to complete a single summary report collectively addressing all of them. ASC will coordinate with CT, SHPO, and the NPS to amend the individual treatment plans and work scopes as needed, if it becomes apparent that collective reporting will be more cost effective and will provide more efficient coordination for the agencies.

MONITORING FOR THE CONFEDERATE STOCKADE CEMETERY (OGSID 40368)

The Confederate Stockade Cemetery (OGSID 40368) is located on the northern end of the island at the northern intersection of Memorial Shoreway Drive and Confederate Drive (Figure 2). Encompassing approximately one acre, the cemetery was established during the active years of the Civil War prison to hold over 200 Confederate officers and enlisted men who died while

incarcerated there. The cemetery remained in private hands until it was purchased by the United Daughters of the Confederacy in 1904. That organization donated the property to the federal government in 1931 and it is currently administered as a National Cemetery by the Department of Veterans Affairs, National Cemetery Administration (VA-NCA).

The limits of the cemetery were delineated with a wrought iron fence as early as 1881, but modern cemetery boundaries often vary from their original outline. Modern infrastructure development or even adjacent property owners can, and do, push fenced boundaries of cemeteries from their original positions leading to situations in which burials are located, unknown and often unmarked, beyond the modern defined limits. Recent work suggests that additional burials may be located in the vicinity of the currently defined cemetery boundaries including a 2003 ground-penetrating radar (GPR) survey by the United Daughters of the Confederacy. While there are currently 206 marked graves within the cemetery, that investigation documented 267 likely interments. It is not clear if any of those burials were located outside of the current boundaries of the cemetery, but it is clear that the cemetery exceeds formerly accepted ideas of its extent in, at least, the number of interments.

For work occurring in the vicinity of the cemetery, the same monitoring protocols outlined above for the broader project will be followed. An archaeological monitor will be on hand to observe all ground-disturbing activities and will follow the same protocols for examining potential discoveries, reporting discoveries, and coordinated a treatment plan for discoveries. Given the elevated potential for human remains, particularly those associated with the Confederate Stockade Cemetery (OGSID 40368), additional work items and agency coordination are required in the GPR survey area (Figure 2).

Prior to any ground disturbance within this defined area, a GPR survey will be completed to search for potential burials. The survey will be completed by a consultant that is experienced in the detection of pit/shaft features and burials under paved road surfaces in archaeological contexts. The GPR survey will investigate the entirety of the area and will identify subsurface anomalies that may be human burials. This information will be summarized in a report from the selected consultant that will detail the equipment and methods employed in the survey and will provide a map of all suspect anomalies and a table listing preliminary interpretations. This summary report will be provided to the parties identified above (CT, USACE, the Village of Marblehead, SHPO, NPS) as well to the VA-NCA. Contact with the VA-NCA will be directed to two people: Jennifer

Perunko (jennifer.perunko@va.gov) and William E. Hooker (william.hooker@va.gov). VA-NCA coordination is required due to the cemetery's status as a National Cemetery.

Using the GPR data and summary report, CT will design a route for the waterline excavation that avoids all identified anomalies by a minimum distance of 1.5 m (5 ft). The proposed route will be submitted to USACE, SHPO, and the VA-NCA for review and approval. Work will not commence in the area depicted on Figure 2 until this route has been approved by all parties.

Within the area depicted on Figure 2, there is an elevated chance to encounter human remains. If human remains, or an intact human burial is encountered in the open excavation trench, or are/is observed in the excavation trench walls, or are/is observed within the excavation spoil/backdirt, all work in the area will immediately stop. The following IDP will immediately go into effect.

INADVERTENT DISCOVERIES PLAN (IDP)

The following IDP is to be implemented for the Johnson's Island Water Main Extension Project. It is to be followed by any contractor or subcontractor working for or on behalf of the project, as policy to expeditiously address inadvertent discoveries of human remains during the ground-disturbing activities associated with this specific undertaking. This IDP is to ensure all parties involved are aware of and fulfill their obligations under state and federal laws that include, but are not limited to:

- Archaeological and historic survey and salvage work (ORC 149.53);
- Desecration of any historical or commemorative marker, or any structure, Indian mound or earthwork, cemetery, thing, or site of great historical or archaeological interest (ORC 2927.11(A)(3)/ORS § 2927.11);
- National Historic Preservation Act (16 USC 470) [36 CFR Part 60];
- Native American Graves Protection and Repatriation Act (25 USC 3001) [43 CFR Part 10]; and
- Treating a corpse in a way that the person knows would outrage reasonable family or community sensibilities (ORC 2927.01(A)/(B)).

These laws recognize and codify obligations in the decision-making process regarding ancestral remains and associated objects. In all instances, discovered ancestral remains and/or archaeological objects should be treated in a sensitive and respectful manner. In accordance with these laws and for the duration of the Johnson's Island Water Main Extension Project, if previously

unidentified human remains or burials are discovered during the ground-disturbing activities, the following shall occur:

1. All work in the vicinity of the remains will halt. This will include work within 30.5 m (100 ft) of the discovery.
2. Delineate and secure the area. Identify and delineate the area of disturbance to ensure that no further disturbance occurs. At a minimum, this will include flagging off the area of discovery and, if the circumstances of the discovery make it reasonable to do so, implementing measures to it from vandalism and looting, including potentially posting a guard or monitor at the site until the proper authorities are notified. The remains will not be touched, moved, or further disturbed pending coordination defined below.
3. The Contractor will immediately notify the following representatives in the most expeditious way possible:
 - a. CT – Dan Barr, Project Manager (614-779-0051);
 - b. Ottawa County Sheriff’s Office – Stephen J. Levorchick (419-734-4404);
 - c. Ottawa County Coroner – Dr. David T Applegate II (419-732-7372);
 - d. Village of Marblehead – Jeffrey White (419-798-4074); and
 - e. USACE – Keith Sendziak, Biologist (716-879-4339).
4. The Coroner’s office will determine if the remains are criminal in origin. If they are determined to be non-criminal, the following will be contacted:
 - a. SHPO/Ohio History Connection (OHC) – Stephen M. Biehl, Project Reviews Coordinator (614-298-2027);
 - b. NPS – Dr. Tim Schilling, Archaeologist, Historic Preservation Partnerships (402-437-5392 ext. 116); and
 - c. VA-NCA – Jennifer Perunko (jennifer.perunko@va.gov) and William E. Hooker (william.hooker@va.gov).
5. OHC, NPS, VA-NCA, and ASC will coordinate to determine, to the extent possible, whether the discovery is associated with the historic period and non-native in origin, or if they are likely Native American.
 - a. For historic period, non-native burials, USACE, OHC, NPS, VA-NCA, and ASC will consult to develop a treatment plan for the disposition of the discovery. The treatment plan will include recovery and reburial or preservation in place. If possible, consultation will occur within 24 hours of the discovery.
 - i. The treatment plan will be submitted in writing. It will be reviewed and signed by USACE, OHC, and VA-NCA.
 - ii. The treatment plan will list and describe all of the steps from excavation and removal through final disposition for each discovery and it will define roles and responsibilities for each agency.
 - iii. Any recovery agreed to in the plan must follow current professional archaeological excavation and data recovery standards and be conducted in accordance steps outlined in the plan.
 - iv. If excavation and recovery is a part of the plan, the plan will also include a detailed reinterment or reburial plan which identifies agency or organization taking primary responsibility for the reinterment or reburial and any agencies or institutions which may assist in the reinterment or reburial.

- b. For burials, remains, or funerary artifacts of Native American origin, more intensive consultation and coordination will be required. In those instances, the steps for Native American notification and consultation included in the OHC's "American Indian Policy Supplement – Procedures for the inadvertent discovery and disposition of American Indian ancestral human remains, funerary objects, sacred objects, and object of cultural patrimony in the State of Ohio," will be followed. That complete document is included as Appendix A to this Archaeological Risk Management Plan.
6. The negotiated treatment plan will be executed by CT and their client. Construction activity may resume in the vicinity of the discovery after the treatment plan has been executed and the affected discovery has been preserved in place or excavated and recovered.

FIGURES



Archaeological monitoring area



Base: Aerial photograph
2021

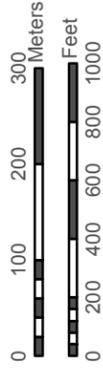
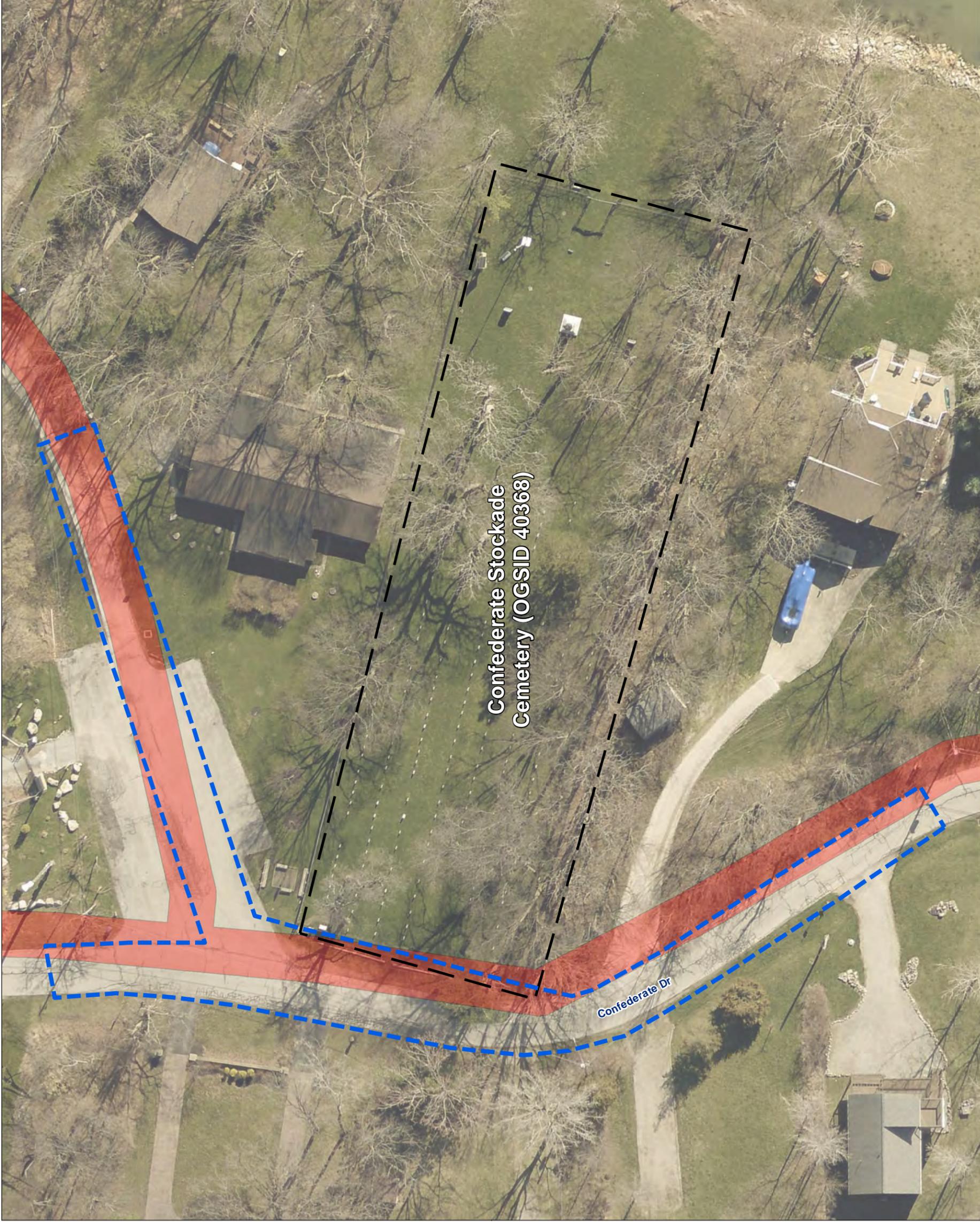


Figure 1

Map of Johnson's Island showing archaeological monitoring location.



■ Archaeological monitoring area
- - - GPR survey area

Base: Aerial photograph
2021



0 5 10 15 Meters
 0 10 20 30 40 50 Feet

Confederate Stockade
 Cemetery (OGSID 40368)

Confederate Dr

Figure 2
 Detail map showing the GPR survey extent in the vicinity of the Confederate Stockade Cemetery (OGSID 40368).

**APPENDIX A: AMERICAN INDIAN POLICY SUPPLEMENT – PROCEDURES FOR
THE INADVERTENT DISCOVERY AND DISPOSITION OF AMERICAN INDIAN
ANCESTRAL HUMAN REMAINS, FUNERARY OBJECTS, SACRED OBJECTS, AND
OBJECTS OF CULTURAL PATRIMONY IN THE STATE OF OHIO**

OHIO HISTORY CONNECTION

American Indian Policy Supplement

Procedures for the inadvertent discovery and disposition of American Indian ancestral human remains, funerary objects, sacred objects, and objects of cultural patrimony in the State of Ohio



The Mission of the Ohio History Connection is to spark discovery of Ohio stories:
Embrace the Present, Share the Past, Transform the Future

Approved by the Board of Trustees on March 18, 2021

PURPOSE

The purpose of these procedures is to establish state-wide “best practices” for responding to an inadvertent discovery of American Indian ancestral human remains and/or artifacts on lands within the State of Ohio—

- over which the Ohio State Historic Preservation Officer (SHPO) or the Ohio History Connection has statutory/regulatory authority or administrative influence;
- which are owned, managed, or administered by the Ohio History Connection; or
- which are under the supervision or control of the Ohio SHPO.

These procedures have been developed in collaboration with the Ohio SHPO, the Ohio History Connection, and the Tribal Historic Preservation Officers (THPO) of the historic Tribal Nations affiliated with the State of Ohio¹, and in conformity with the Native American Graves Protection and Repatriation Act (NAGPRA) and implementing regulations².

CURRENT OHIO STATE LAW

We recognize that, at present, the burial protection and preservation laws in the State of Ohio are weak at best. At present, state law prohibits—

- Treating a corpse in a way that the person knows would outrage reasonable family or community sensibilities. [ORC 2927.01\(A\)/\(B\)](#)
- Purposely defacing, damaging, polluting, or otherwise physically mistreating any historical or commemorative marker, or any structure, Indian mound or earthwork, cemetery³, thing, or site of great historical or archaeological interest. [ORC 2927.11\(A\)\(3\)](#)
- Anyone from engaging in archaeological survey or salvage work on any land that is owned, controlled, or administered by the state or any political subdivision of the state, or at any archaeological preserve, without first obtaining the written permission of the Ohio History Connection Director. Only qualified persons (as established Chapter 119 of the Revised Code) shall be authorized to engage in archaeological survey and salvage work; based on minimum education, training, and experience requirements. [ORC 149.54](#)

Establishing sound procedures and best practices will help us to fulfill the intent of the Ohio History Connection American Indian Policy as well as NAGPRA and ORC 149.54.

¹ OHC consults with a total of 46 federally recognized tribal nations based on the Greenville Treaty historic tribes, by adjudications of the Indian Claims Commission, and by tribes’ individual determinations of historic occupancy.

² NAGPRA, Pub. L. 101-601, 25 U.S.C. 3001 et seq., 104 Stat. 3048; 43 CFR Part 10, Section 10.4.

³ As used in this section, "cemetery" means any place of burial and includes burial sites that contain American Indian burial objects placed with or containing American Indian human remains. [ORC 2927.11\(C\)](#)

INADVERTENT DISCOVERY DEFINED

Inadvertent discovery means the unanticipated and unintended encounter, detection or discovery of American Indian ancestral human remains, funerary objects, sacred objects, cultural resources or objects of cultural patrimony⁴ found during any ground-disturbing activity or natural disturbance.

DISPOSITION OF AMERICAN INDIAN ANCESTRAL REMAINS

It is the policy of the Ohio History Connection that the disposition of any American Indian ancestral human remains and/or cultural items that cannot remain in situ within lands in the State of Ohio over which the Ohio SHPO or the Ohio History Connection has statutory or regulatory authority shall remain in the care and custody of the Ohio History Connection until such time as they can be repatriated following NAGPRA principles and requirements.

PROCEDURES

1. Cease all activity. Upon discovery, immediately cease all activity within the project footprint or for a minimum distance of fifty (50) meters from point of discovery, whichever is greater.
2. Delineate and secure the area. Identify and delineate the area of disturbance and ensure that no further disturbance occurs. At a minimum, securing the area will include flagging off the area of discovery and, if the circumstances of the discovery make it reasonable to do so, implementing measures to protect discovery from vandalism and looting including posting a guard or monitor at the site until the proper authorities are notified. The remains will not be touched, moved, or further disturbed.
3. Reporting and notification. The finding of American Indian ancestral remains will be immediately reported to the county medical examiner/coroner and local law enforcement in the most expeditious manner possible. The county medical examiner/coroner will assume jurisdiction over the ancestral remains and make a determination of whether those remains are forensic or non-forensic. If the county medical examiner/coroner determines the remains are non-forensic, then they will report that finding to the Ohio State Historic Preservation Office or the Cultural Resources Division Director of the Ohio History Connection.
 - a. Examination and analysis of American Indian ancestral remains shall be non-destructive and non-invasive, unless otherwise authorized by the affected tribes⁵.

⁴ "Human remains," "funerary objects," "sacred objects," or "objects of cultural patrimony" shall have the same meaning as found in NAGPRA, 25 U.S.C. 3001.

⁵ "Affected Tribes" means any federally recognized tribe likely to be culturally affiliated with the discovery, who were aboriginal to the area of discovery as determined by the tribes themselves, by land cession treaties, acts of Congress, the Indian Claims Commission, or that are known to have a cultural relationship to the discovery.

- b. Photography of American Indian ancestral remains, funerary objects and sacred objects shall be limited to those essential to forensic examination and criminal investigations and shall be kept secure and confidential. All images shall be subject to tribal repatriation.
4. Additional Expertise. The Ohio History Connection will be responsible for providing the medical examiner/coroner with any special archaeology, anthropology or osteology expertise used to determine if the remains are of American Indian provenance. A NAGPRA Coordinator/Deputy State Historic Preservation Officer or their designee shall be assigned to each inadvertent discovery.
- a. Destructive sampling or DNA (Deoxyribonucleic Acid) extraction from American Indian ancestral remains for scientific or forensic purposes shall not be performed without the unanimous and mutual free, prior, informed consent of all affected tribes.
 - b. All material extracted from American Indian ancestral remains for scientific or forensic purposes shall be subject to tribal repatriation.
5. Additional Coordination. The Ohio History Connection will be responsible for notifying any federally recognized Indian tribe which may have a claim of cultural affiliation to the ancestral human remains or based upon any aboriginal territory claims for projects that have no federal involvement or Section 106 application. Tribal notification shall be made within 48 hours of discovery. Provisions shall be made for physical examination of the site by tribal experts. Unrestricted access shall be provided for any requested tribal monitoring or ceremonial activities.
6. Consultation. Within 72 hours of determination that the ancestral human remains are of American Indian provenance, Ohio History Connection and the site management partner shall initiate consultation with the affected tribes.
- a. Notification shall be made by the Site Manager or project supervisor by telephone with follow-up in writing by mail or email to all federally recognized Indian tribes likely to be culturally affiliated with the discovery, who were aboriginal to the area as determined by the tribes themselves, by land cession treaties, acts of Congress, the Indian Claims Commission, or that are known to have a cultural relationship to the discovery. This notification must provide information about the human remains/cultural items discovered, their condition, and the circumstances of their discovery.
 - b. This notification shall include an invitation to consult, which includes, a) a proposed date, time, and location or venue for consultation, b) recommend considerations for handling and treatment of the discovery, and c) evaluate whether excavation or removal is appropriate and necessary. Mail a certified return receipt letter to ensure appropriate tracking and documentation.

- c. Initial consultation shall determine if leaving ancestral remains in situ is desirable and feasible; and if the ancestral remains and/or cultural items will not be excavated or removed, determine procedures for any additional measures necessary to secure the site and document the discovery.
 - d. Tribal representatives shall be financially compensated for site visits as necessary to facilitate consultation.
7. Necessary or intentional excavation and removal. If it is deemed necessary to excavate and remove American Indian ancestral remains and/or cultural items from the site where discovered/disturbed, all legal requirements shall be followed:
- a. When on Ohio state or state-controlled lands, the provisions of ORC 149.54 shall be met prior to any further site disturbance. Ohio History Connection's NAGPRA policy shall also be observed.
 - b. When on federal lands in the State of Ohio, all provisions of the Archaeological Resources Protection Act (ARPA) and NAGPRA shall be met prior to any further site disturbance.
 - c. Affected tribes shall be consulted regarding handling, disposition and cultural affiliation determination of American Indian ancestral remains and cultural items. Accommodations shall be made for traditional or ceremonial practices in association with ancestral remains and cultural items.
 - d. Following consultation, the Ohio History Connection must prepare and implement a written Plan of Action. All excavations and removal must be authorized pursuant to ARPA Permit or Ohio History Connection Director Permit must follow current professional archaeological excavation and data recovery standards and be conducted in accordance with the written Plan of Action. Following excavation or removal, and completion of the steps identified and described in the written Plan of Action, the Ohio History Connection will determine disposition in consultation with affected tribe(s).
 - e. Following consultation and the drafting of the written Plan of Action, the Ohio History Connection shall execute a bilateral agreement directly with the affected tribe(s) which contains protocols for the treatment, handling, custodianship, curation, and disposition of the American Indian ancestral remains and cultural items discovered. Affected tribes shall be principal signatories to any such agreement.
 - f. The written Plan of Action shall also include a reinterment or reburial plan which identifies the tribe or tribes taking primary responsibility for the reinterment or reburial and any cooperating tribes, agencies or institutions which may assist in the reinterment or reburial or in establishing a reburial cemetery.

APPENDIX A
Ohio History Connection – Ohio State Historic Preservation Office

INADVERTENT DISCOVERY PLAN

The following Inadvertent Discovery Plan is to be implemented by the Ohio History Connection, in cooperation with the Ohio State Historic Preservation Office, and followed by any contractor or subcontractor working for or on behalf of the Ohio History Connection, as policy to expeditiously address inadvertent discoveries during ground disturbing activities within the State of Ohio.

- This Inadvertent Discovery Plan is appended to and made part of all permits, contracts, and agreements entered into by the Ohio History Connection authorizing ground disturbing activities.

This Inadvertent Discovery Plan (IDP) is to ensure all parties involved are contacted and fulfill their obligations under state and federal laws that include, but are not limited to:

- Public functions of Ohio history connection. [ORS § 149.30]
- Archaeological preserves; dedication; effects; prohibitions; penalties. [ORS § 149.52]
- Desecration of any historical or commemorative marker, or any structure, Indian mound or earthwork, cemetery, thing, or site of great historical or archaeological interest. [ORS § 2927.11]
- National Historic Preservation Act [16 USC 470] [36 CFR Part 60]
- Native American Graves Protection and Repatriation Act [25 USC 3001] [43 CFR Part 10]

The laws recognize and codify agency obligations and the tribes' rights in the decision-making process regarding ancestral remains and associated objects. Therefore, both the discovered ancestral remains and/or archaeological objects should be treated in a sensitive and respectful manner by all parties involved.

In accordance with these laws, if previously unidentified archaeological materials or sites are discovered during ground disturbing activities, the following shall occur:

1. Cease all activity. Immediately cease all activity within the project footprint or “Area of Potential Effect” (APE), or for a minimum distance of fifty (50) meters from point of discovery, whichever is greater.

2. The project supervisor⁶ shall immediately notify the responsible agency official⁷ by telephone of the inadvertent discovery and the responsible official shall, in turn, immediately notify a professional archaeologist of the inadvertent discovery. Additionally, if the discovery involves human remains, the responsible official shall immediately notify the medical examiner/coroner and County Sheriff by telephone.
3. The project supervisor shall immediately delineate and secure the area of disturbance to ensure that no further disturbance occurs. At a minimum, securing the area will include flagging off the area of discovery and, if the circumstances of the discovery make it reasonable to do so, implementing measures to protect discovery from vandalism and looting including posting a guard or monitor at the site until the proper authorities are notified. The remains will not be touched, moved, or further disturbed.
4. Within 48 hours of discovery and determination that the inadvertent discovery is of archaeological interest or American Indian provenance, the responsible agency official shall notify the following by telephone or email:
 - a) The Ohio History Connection (OHC), Director of Cultural Resources Division
 - b) Ohio State Historic Preservation Office (SHPO)
 - c) American Indian Tribes of Interest⁸
 - d) Advisory Council on Historic Preservation (ACHP)
5. If ground disturbing activities within the protected area are necessary to determine significance, site boundaries, National Register eligibility or American Indian provenance, an expedited archaeological permit must be applied for by the responsible agency official or the consulting archaeologist and received from the SHPO prior to commencing with any further ground disturbance.
6. Expedited review to prevent an undue threat to the site shall be undertaken in accordance with state and federal law. The SHPO and tribe(s) will attempt to respond within seventy-two (72) hours of notification (excluding Saturdays, Sundays, and any legal or tribal holidays). The project supervisor shall not proceed with any ground disturbing activities within the protected area until concurrence is received from the SHPO. If an appropriate American Indian Tribe of Interest objects (in writing) to an expedited review, an expedited review will not

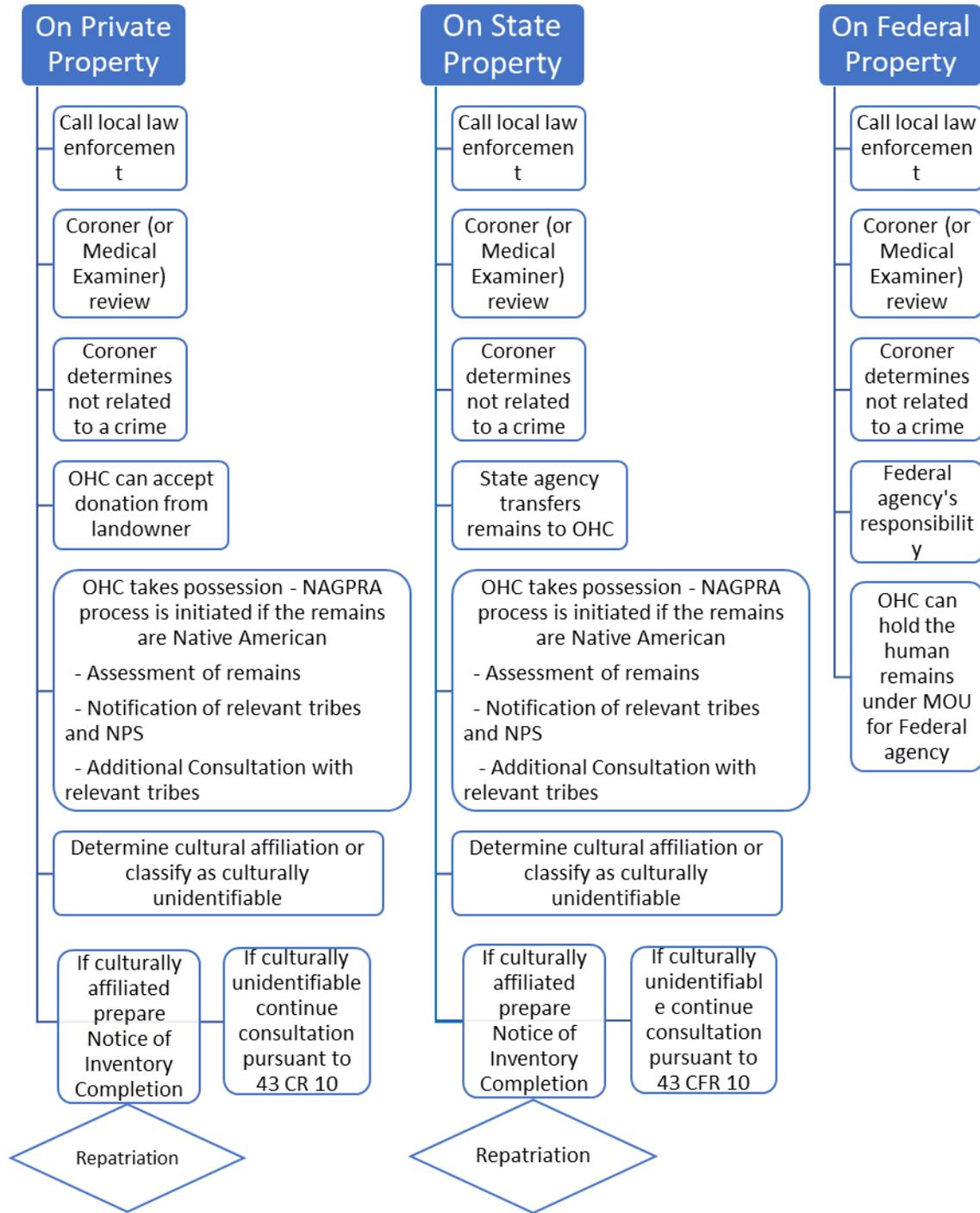
⁶ "Project supervisor" mean any on-site field representative of the responsible agency official, whether paid employee, contractor, subcontractor, or consultant.

⁷ "Responsible agency official" means any federal, state, county or municipal official responsible for executing or administering decisions, contracts, or agreements which implement any ground disturbing activity.

⁸ "American Indian Tribes of Interest" mean any federally recognized tribe consulting on the project and/or any federally recognized tribe that may attach religious, cultural or historic significance to the affected property, including any federally recognized tribe claiming cultural affiliation to the area based upon any aboriginal territory or ceded territory claims.

proceed and review will proceed in accordance with state and federal laws. The responsible agency official will take into account recommendations for the discovered resources and carry out appropriate actions.

7. The consulting archaeologist or OHC Director of Cultural Resources shall make a preliminary assessment of National Register eligibility of the discovered resource(s) and propose actions to resolve any potential adverse effects at the soonest possible time. The findings will be sent to all consulting parties identified in (4) if human remains are discovered.
8. All inadvertent discoveries must be documented, as appropriate, regarding state historic preservation laws. This may include archaeological site forms submitted to the SHPO, cultural resource evaluation reports, findings of effect, and testing and mitigation reports. All data recovery plans should be coordinated through the Ohio SHPO. If found eligible for the National Register, the site should be avoided, if possible. If not, it will need to be mitigated to minimize impacts.
9. Depending on the project, the nature of discovery and the statutory jurisdiction, the SHPO may ask the responsible agency official to retain a consulting archaeologist to assist in the development of a Recovery and Mitigation Plan. The appropriate jurisdictional agency may need to get involved in discussions to resolve the matter in accordance with their respective authorities.
10. The responsible agency official may conclude this procedure and notify consulting parties, as appropriate, if the disturbance of the historic property or property of traditional religious and cultural importance is minimal so as to have no effect on the historic property and the excavation or disturbance can be relocated to avoid the property, as determined in consultation with the SHPO and appropriate tribes. Concurrence from the SHPO and appropriate tribes is required prior to commencement of any further ground disturbing activities.
11. Documentation of all reports and associated compliance should be kept in the project files. The intent of the IDP is to have a process in place to expeditiously deal with such discoveries. Management of archaeological sites should be conducted in a spirit of stewardship for future generations, with full recognition of their non-renewable nature and their potential multiple uses and public values.





In reply refer to:
2023-OTT-57596

September 14, 2023

David Klinge
Project Manager
ASC Group, Inc.
800 Freeway Drive North, Suite 101
Columbus, Ohio 43229
Email: dklinge@ascgroup.net

RE: Section 106 Review – Johnson’s Island Water Main Extension Project, Danbury Township, Ottawa County, Ohio

Dear Mr. Klinge:

This letter is in response to the receipt on August 16, 2023 of *Phase I Archaeological Survey for the Proposed Johnson’s Island Water Main Extension Project in Danbury Township, Ottawa County, Ohio* by ASC Group, Inc. ([ASC]; Mustain 2023). We appreciate the opportunity to comment on this project. The comments of the Ohio State Historic Preservation Office (SHPO) are made pursuant to Section 149.53 of the Ohio Revised Code (O.R.C.) requesting cooperation among state agencies in the preservation of historic properties. The comments of the Ohio SHPO are also submitted in accordance with the provisions of Section 106 of the National Historic Preservation Act of 1966, as amended (54 U.S.C. 306108 [36 CFR 800]). The project will require a Nationwide Permit #3 which is issued by the U.S. Army Corps of Engineers, Buffalo District (Corps). The Corps is the lead federal agency for the undertaking.

The proposed project will involve the installation of 12-inch waterline within a 20-ft wide by 23,740 LF project footprint that extends from Gaydos Drive on the main land then traverses adjacent to the existing causeway, then along all residential streets on Johnson’s Island. In addition, an approximately 6.85-acre parcel of land on the main land will be used for staging of materials. However, for the purpose of the current survey, the direct Area of Potential Effect (APE), as defined under 36 CFR § 800.16(d), was determined to be 20-ft wide by 7,234 LF. The portions excluded include the connection to the main land utilities at the northern terminus and the portion within Sandusky Bay adjacent to the existing causeway. The 6.85-acre main land parcel for staging was also excluded. However, a letter dated May 3, 2023 from our office requested that the staging area be included as part of the APE. The current survey report states, “The staging area was not included in the APE because no ground-disturbing activities are proposed in it.” The SHPO does not agree with this statement since it has not been demonstrated that the grassy field where materials (e.g., stacks of pipes, etc.) and other project related activities such as heavy equipment traversing in-and-out, will not have an impact (i.e., ground disturbance) to this area.

The current survey involved a literature review, visual inspection, and shovel test unit excavations within the defined APE. The literature review revealed that the island portion of the APE is completely within the National Register of Historic Places (NRHP) Johnson’s Island Civil War Prison and Fort Site (NR Ref. #75001514), which is also recorded within the Ohio Archaeological Inventory as site 33OT62. The entire island is also listed as a National Historic Landmark. In addition, six previously recorded archaeological sites, 33OT219, 33OT220, 33OT221, 33OT222, 33OT249, and 33OT250, are documented on the island. Three of these sites, 33OT221, 33OT249, and 33OT250, overlap the current APE. Three previous surveys have occurred on the island as well. Finally, the Confederate Stockade Cemetery/Johnson’s Island Confederate Cemetery (OGSID 40368) is located

on the island and abuts to a small segment of the APE. This cemetery is listed as a publicly accessible national cemetery and is a contributing resource to the NHL/NRHP Johnson's Island Civil War Prison and Fort Site.

The results of the archaeological survey revisited the previously identified archaeological sites that are found to be within or adjacent to the APE. Testing at the locations of sites 33OT219, 33OT221, 33OT249, and 33OT250 failed to identify additional archaeological deposits. However, a portion of site 33OT221, a cistern, was observed approximately 50-ft north of the road and outside of the APE. Finally, subsurface testing identified one previously undocumented site, 33OT329, within the APE. Site 33OT329 is an historic-era scatter of artifacts, and has been interrupted as a late nineteenth to early twentieth century remains of a burned down pavilion. This pavilion was associated with a resort that was owned and operated by Cedar Point. Based on the current data, the site appears to extend outside the APE. Although there is no significant portion of the site within the APE, the remaining portions of the site could be eligible for listing in the NRHP. The site is not considered a contributing resource to the NHL/NRHP Johnson's Island Civil War Prison and Fort Site.

After careful review of the current survey report, the SHPO concurs with ASC (Mustain 2023) that the portion of site 33OT329 that is within the APE does not contain significant deposits or information that would make it eligible for listing in the NRHP. Furthermore, we concur that based on the available information, this site is not considered a contributing resource to the NHL/NRHP district. However, considering that the site most likely extends outside of the current APE, these portions could contain significant deposits that, by themselves could be considered eligible to the NRHP as a separate and independent resource. Avoidance of the site area outside of the current APE is recommended.

The SHPO concurs that archaeological monitoring should be conducted during construction activities within all portions of the NHL/NRHP Johnson's Island Civil War Prison and Fort Site in order to determine if the current project will have an adverse effect on the district and any contributing resources. We also recommend that the portion of the APE that traverses adjacent to the Confederate Stockade Cemetery/Johnson's Island Confederate Cemetery (OGSID 40368) be relocated to the opposite side of the road. Monitoring should also take place in this new location as it's possible that unmarked graves could exist based on the road reconfiguration and APE alignment as seen on Figure 11 in the report. Finally, we recommend that an addendum Phase I survey be conducted within the 6.85-acre staging area. The SHPO requests that upon completion of the addendum Phase I survey and all monitoring efforts that the results are presented in a single report. This report should be submitted for review and comment. All proposed field work methods and report standards should follow the *Archaeology Guidelines* (2022). We look forward to continued coordination regarding this project. If you have any questions concerning this review, please contact me by email at sbiehl@ohiohistory.org. Thank you for your cooperation.

Sincerely,



Stephen M. Biehl, Project Reviews Coordinator (archaeology)
Resource Protection and Review
State Historic Preservation Office

RPR Serial No. 1099460

cc: Tim Schilling, National Park Service (via email)

"Please be advised that this is a Section 106 decision. This review decision may not extend to other SHPO programs."

July 12, 2024

Project No. N-24-018

Mr. David F. Klinge, MA, RPA
Vice President/Chief Operating Officer
ASC Group, Inc.
800 Freeway Drive North, Suite 101
Columbus, Ohio 43229
440.845.7590
dklinge@ascgroup.net

RE: Ground Penetrating Radar Survey
Johnson's Island Watermain
Ottawa County, Ohio

Dear Mr. Klinge:

We're pleased to submit for your review and consideration, our report to locate any existing burials under the road, on the roadside grass, or anywhere near the recognizable boundaries of the fenced cemetery at Johnson's Island in Ottawa County, Ohio, using Ground Penetrating Radar (GPR). The pavement and the grass area sections are approximately 0.37 acres in size.

GPR was used to scan over 16,000 square feet of pavement and grass areas. The areas were scanned using a 400 MHz ground-coupled antenna mounted on a survey cart, capable of reaching a depth of approximately 3.5 feet under the surface of the pavement. This limited depth was due to the excessive moisture present in the soil. Multiple passes on a spacing of three (3) feet were carried out within the areas of concern in both longitudinal and transverse directions to cover the entire areas of interest.

The analysis performed on the GPR scans obtained from the Johnson's Island pavement and grassy areas revealed several locations where underground features, reflected as hyperbolas, are present. The hyperbola shape of the GPR reflections at these locations is similar to the GPR response that is often observed over hollow subsurface structures, burials, coffins, burial headstones, or underground pipes. All these hyperbolas are reported as undefined. Therefore, further investigation is recommended in areas of interest.

Ground Penetrating Radar Existing Burial Investigation Johnson's Island, Ottawa County, Ohio July 12, 2024

BACKGROUND INFORMATION AND PROJECT OBJECTIVES

Resource International, Inc. (Rii) has completed the Ground Penetrating Radar (GPR) survey on the Johnson's Island pavement and grass section in Ottawa County, Ohio. The surveyed pavement section is approximately 16,000 square feet. The objective of the survey is to locate any existing burials under the road, on the roadside grass, or anywhere near the recognizable boundaries of the fenced cemetery.

GPR is a non-destructive ultra-wide-band testing device generally used for a variety of geophysical, archeological, engineering, and structural investigation applications. This device uses radio waves with the frequency between 100 MHz and 2600 MHz to determine the location, size, depth, and orientation of objects below the surface of the pavement. The ability to detect a subsurface feature depends upon contrast in electrical and magnetic properties of the material the wave is propagating through. These electrical field data have to be processed to correct for distortions, artifacts of data acquisitions, removal of interference, and to provide accurate calibrated positions in time and distance. GPR is capable of locating various objects since the radar signal reflection from these targets depends on contrasting dielectric properties of the material, not just high electrical conductivity.

The GPR survey consisted of several longitudinal and transverse scans performed on the Johnson's Island pavement and grass areas, using a ground-coupled antenna with a center frequency of 400 MHz. The depth of investigation of this antenna is dependent upon the operating frequency and the soil permeability. As such, the maximum depth of investigation at the surveyed site is approximately 3.5 feet because of the high moisture in the soil at this depth.

The analysis performed on the GPR scans obtained from the Johnson's Island pavement and grassy areas revealed several locations where underground features, reflected as hyperbolas, are present. The hyperbola shape of the GPR reflections at these locations is similar to the GPR response that is often observed over hollow subsurface structures, burials, coffins, burial headstones, or underground pipes. All these hyperbolas are reported as undefined. Therefore, further investigation is recommended in areas of interest.

FIELD INVESTIGATION

Figure 1 shows the GPR equipment used during this survey. The site was surveyed on June 20, 2024. The pavement was dry and the temperature averaged 88°F. A SIR-4000 system with a computer mounted on a three-wheeled survey cart, a distance measuring instrument that keeps track of the traveled distance, a GPS unit, and an antenna with a center frequency of 400 MHz were used in this survey.



Figure 1. 400 MHz ground-coupled antenna

A grid of lines with three-foot spacing was established over the area of interest. Several passes were performed across the total width and length of the pavement and grassy areas following the grid lines (see the map in Appendix A showing the locations of all the GPR profiles obtained from the pavement).

The GPR surveys were conducted using a ground-coupled antenna with a center frequency of 400 MHz, capable of probing a depth up to 8 feet in ideal conditions. Increased moisture levels in the subgrade limited the GPR depth of penetration to approximately 3.5 ft during this survey. The testing was performed at a walking speed. A total of 265 GPR profiles were collected during this survey.

The software developed by the manufacturer of the GPR equipment *Geophysical Survey Systems Incorporated* (GSSI), called RADAN (Radar Data Analyzer for Windows NT), was used to process the field data according to the procedure developed by GSSI and in compliance with ASTM D 6432-19 Standard Guide for Using the Surface Ground Penetrating Radar Method for Subsurface Investigation. Several processing functions such as data horizontal and vertical filtering, surface normalization, distance normalization, velocity correction, migration and background removal were applied to the raw data to produce high quality data.

RESULTS AND INTERPRETATIONS

This software was used to create a useful representation of the collected GPR data. All the 2D GPR profiles were used to identify the locations and shapes of the different underground features detected such as pipes, unidentified hyperbolas or features, and potential burials. A map reporting all located features is included in Appendix B. The corresponding 2D GPR profiles for all located features are reported in Appendix C.

The analysis performed on the GPR scans obtained from the Johnson's Island pavement and grassy areas revealed several locations where underground features, reflected as hyperbolas, are present. The hyperbola shape of the GPR reflections at these locations is similar to the GPR response that is often observed over hollow subsurface structures, burials, coffins, burial headstones, or underground pipes. All these hyperbolas are reported as undefined. Therefore, further investigation is recommended in areas of interest.

In the Figure 2 below, the two GPR scans from two different locations show repetitive pattern reflections with a white-black-white sequence of colors, which are potentially burials, but cannot be confirmed. The depth to the top of each possible burial site is estimated to be about 1.5 feet.

A total of two locations within the grassy area, just west of the cemetery, show these features of potential burials. The locations and extent of these features are reported on the map in Appendix B. The 2D GPR profiles of each of these possible burials are included in Appendix C.

The GPR survey indicated a total of 24 pipe-like targets or hyperbolas. One of these hyperbolas was identified as a pipe, shown in the map of Appendix B. The remaining 23 hyperbolas were not identified and need to be investigated further. The locations of these features are shown on the map of Appendix B, and their corresponding scans are included in Appendix C. Two unidentifiable features were located in the GPR scans. These areas

are shown in the map in Appendix B and an example GPR scan from these features are reported in Appendix C.

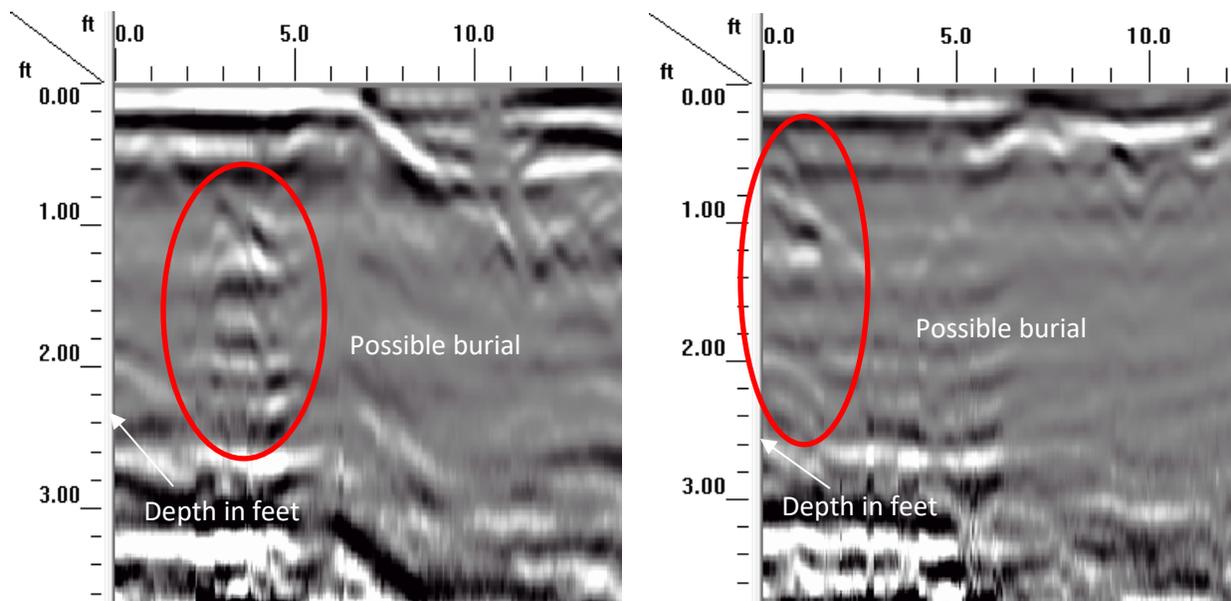


Figure 2. GPR profiles from two different locations showing possible burials

Figure 3 below shows one of the unidentified hyperbolas, located at a depth of approximately 1.25 feet.

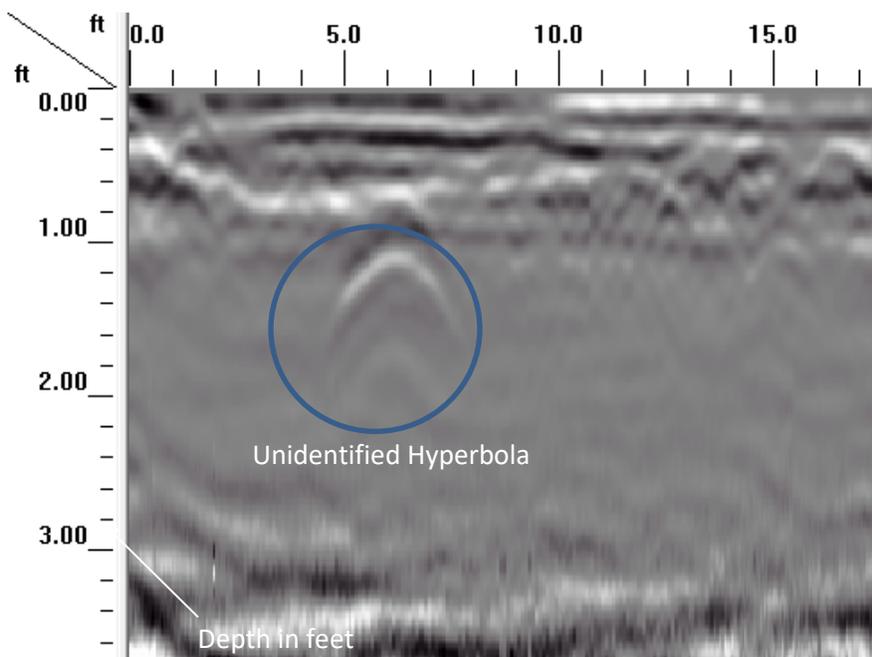


Figure 3. GPR profile showing an unidentified hyperbola

Figure 4 shows a GPR scan of one of the unidentified features. This feature was visible in multiple GPR scans and is present just below the pavement surface.

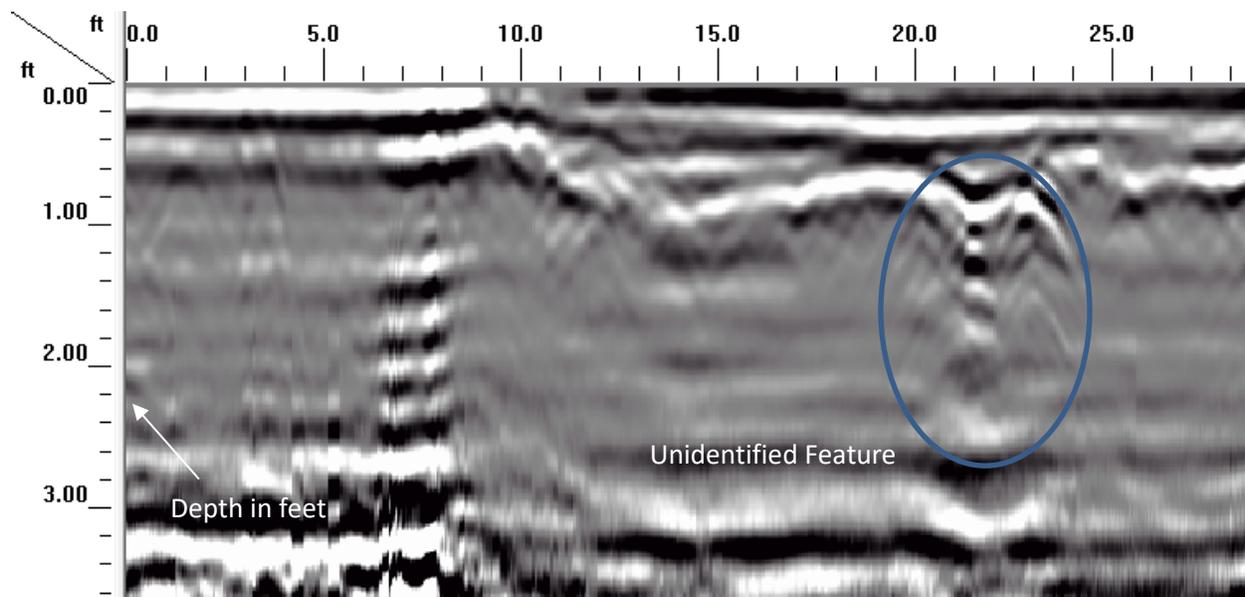


Figure 4. GPR profile showing an unidentified feature

The locations of the rest of the detected features are also reported on the map of Appendix B and on the GPR scans of Appendix C.

No additional anomalous reflective structures suggestive of archeological features than the ones presented in this report were noted.

GENERAL QUALIFICATIONS

The GPR data presented in this report are interpreted. No warranty, certification, or statement of fact, either expressed or implied, regarding actual subsurface conditions within the surveyed pavement is contained herein.

If questions or uncertainties exist regarding the presence or absence of subsurface features, such as prehistoric burials, unidentified hyperbolas, or other buried objects based on the GPR data interpretations, supplemental invasive explorations, such as test pit excavations, boring, hand digging, or other geophysical tests, should be conducted to document actual subsurface conditions.

Resource International, Inc. has appreciated this opportunity to be of service to ASC Group, Inc. If you have any questions or comments regarding this report, please feel free to contact us.

Sincerely,

RESOURCE INTERNATIONAL, INC.

Daniel Fisher



NDE Specialist

Cherif Amer-Yahia, Ph.D., P.E.



Director – NDE & Technology Division

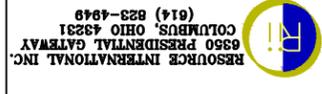
Attachments

- Appendix A: GPR File Location Map
- Appendix B: GPR Results Map
- Appendix C: GPR Scans

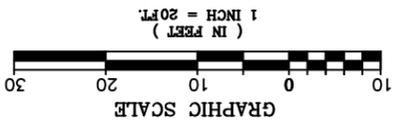
APPENDIX A

GPR Scan Location Map

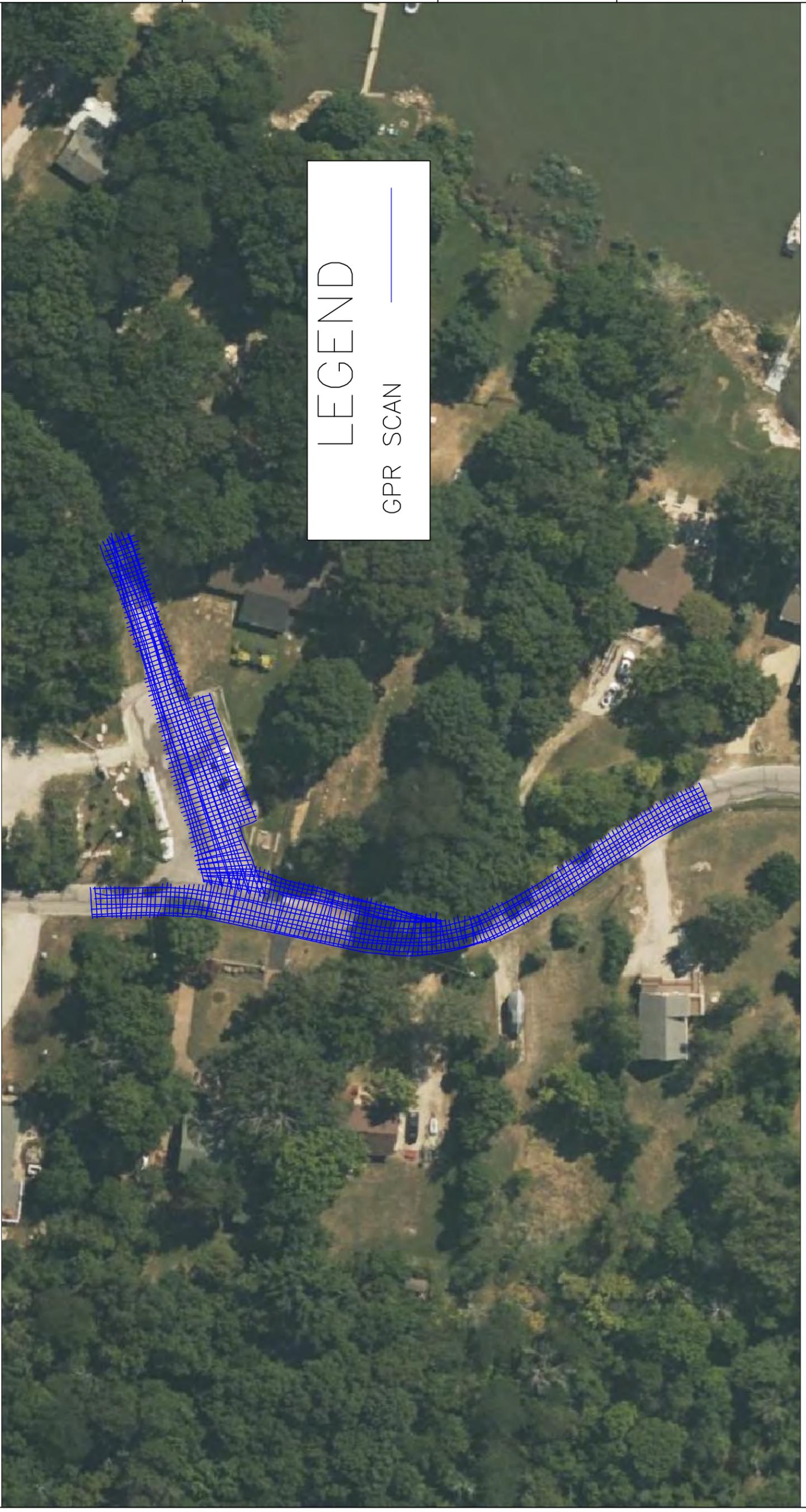
JOB NO.: N-24-018	SHEET: 1 OF 1
CHECKED BY: CAY	DRAWING NO.: 00-0
DRAWN BY: DTF	DATE: 7-11-2024



GPR LOCATION MAP
 JOHNSON'S ISLAND
 OTTAWA COUNTY
 STATE OF OHIO



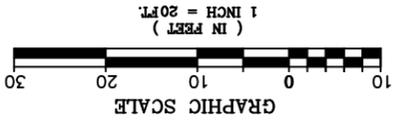
GPR LOCATION MAP
 JOHNSON'S ISLAND
 OTTAWA COUNTY
 STATE OF OHIO



LEGEND
 GPR SCAN

APPENDIX B

GPR Located Features Map



GPR RESULTS MAP
 JOHNSON'S ISLAND
 OTTAWA COUNTY
 STATE OF OHIO

RESOURCE INTERNATIONAL, INC.
 6350 PRESIDENTIAL GATEWAY
 COLUMBUS, OHIO 43231
 (614) 823-4949

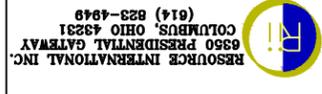


JOB NO.: N-24-018	SHEET: 1 OF 1
CHECKED BY: CAY	DRAWING NO.: 00-0
DRAWN BY: DTF	DATE: 7-11-2024

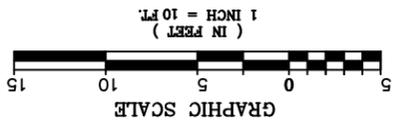
GPR RESULTS MAP
 JOHNSON'S ISLAND
 OTTAWA COUNTY
 STATE OF OHIO



JOB NO.: N-24-018	SHEET: 1 OF 1
CHECKED BY: CAY	DRAWING NO.: 00-0
DRAWN BY: DTF	DATE: 7-11-2024

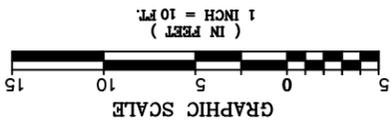


GPR RESULTS MAP
JOHNSON'S ISLAND
OTTAWA COUNTY
STATE OF OHIO



GPR RESULTS MAP
JOHNSON'S ISLAND
OTTAWA COUNTY
STATE OF OHIO





GPR RESULTS MAP
 JOHNSON'S ISLAND
 OTTAWA COUNTY
 STATE OF OHIO

RESOURCE INTERNATIONAL, INC.
 6350 PRESIDENTIAL GATEWAY
 COLUMBUS, OHIO 43231
 (614) 823-4949



JOB NO.: N-24-018	SHEET: 1 OF 1
CHECKED BY: CAY	DRAWING NO.: 00-0
DRAWN BY: DTF	DATE: 7-11-2024

GPR RESULTS MAP
 JOHNSON'S ISLAND
 OTTAWA COUNTY
 STATE OF OHIO



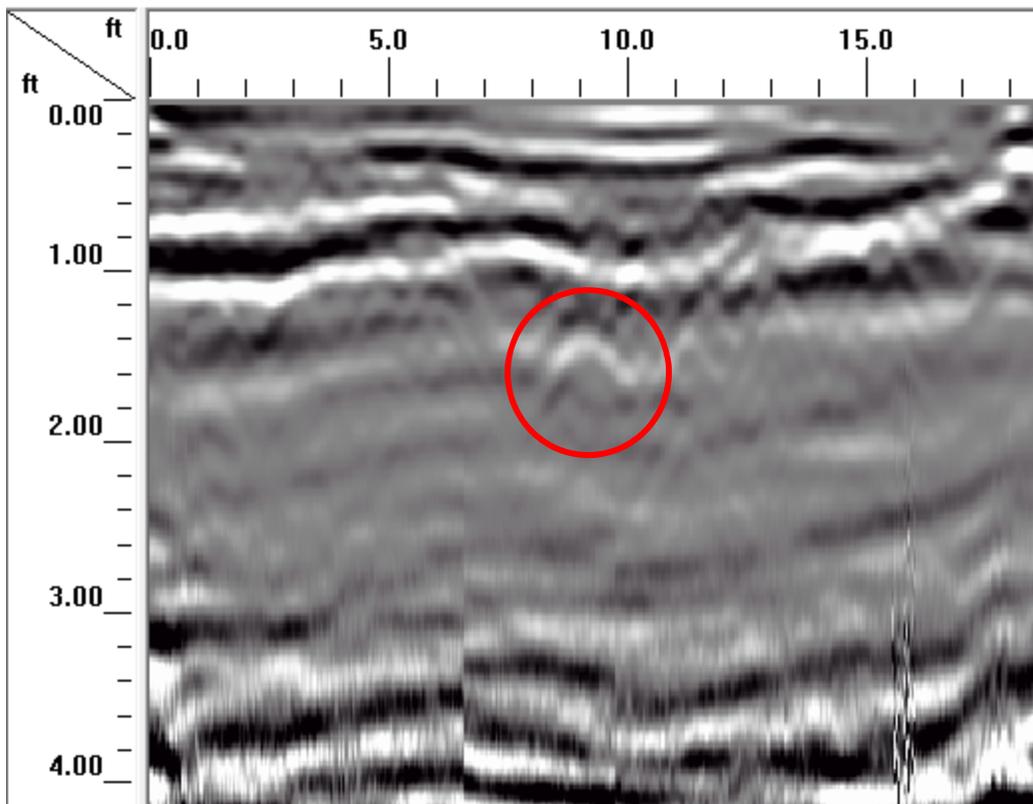
APPENDIX C

Located Feature GPR Scans

Unknown Hyperbola – 1 (UH-1)

GPR File 8

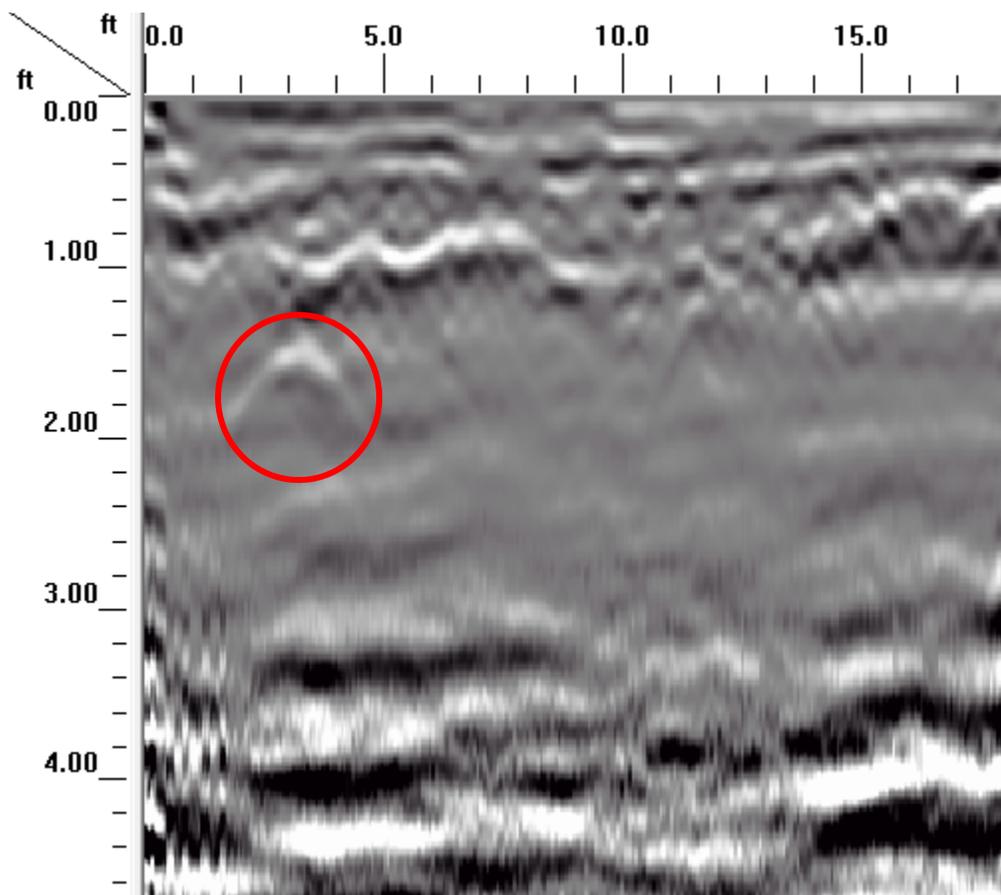
≈ 1.5 ft deep



Unknown Hyperbola – 2 (UH-2)

GPR File 27

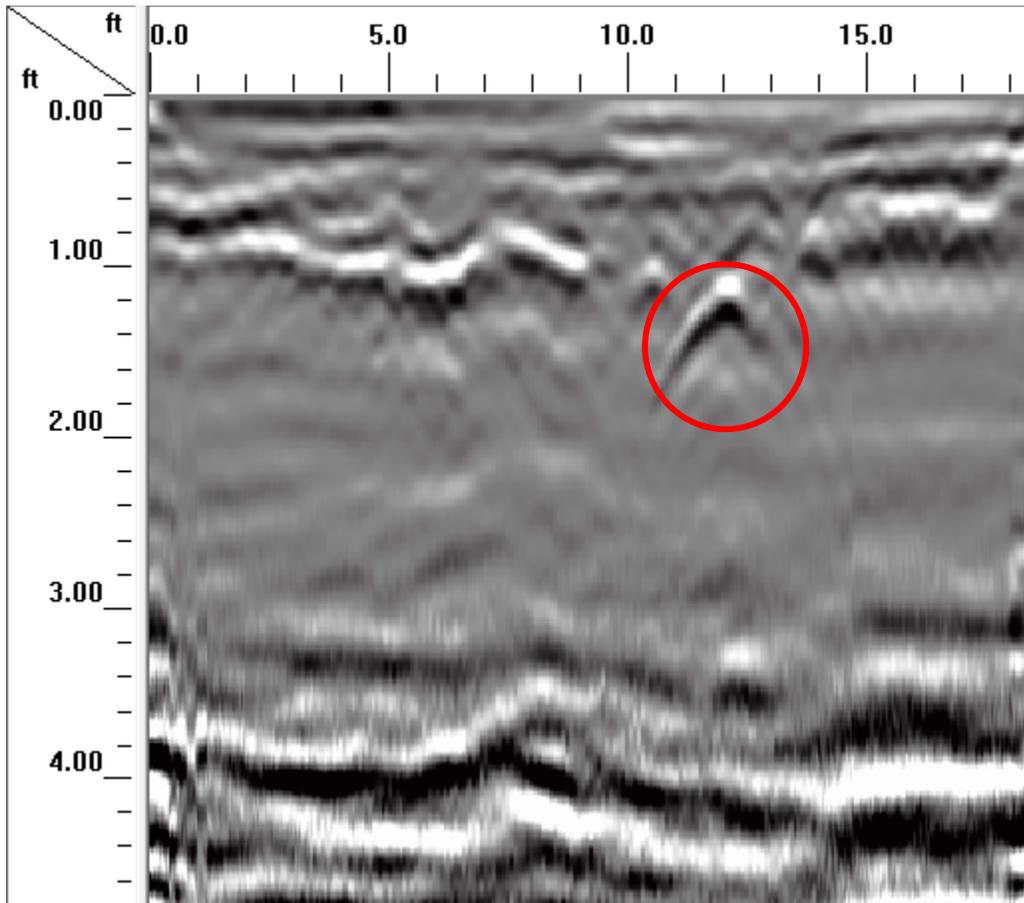
≈ 1.5 ft deep



Unknown Hyperbola – 3 (UH-3)

GPR File 28

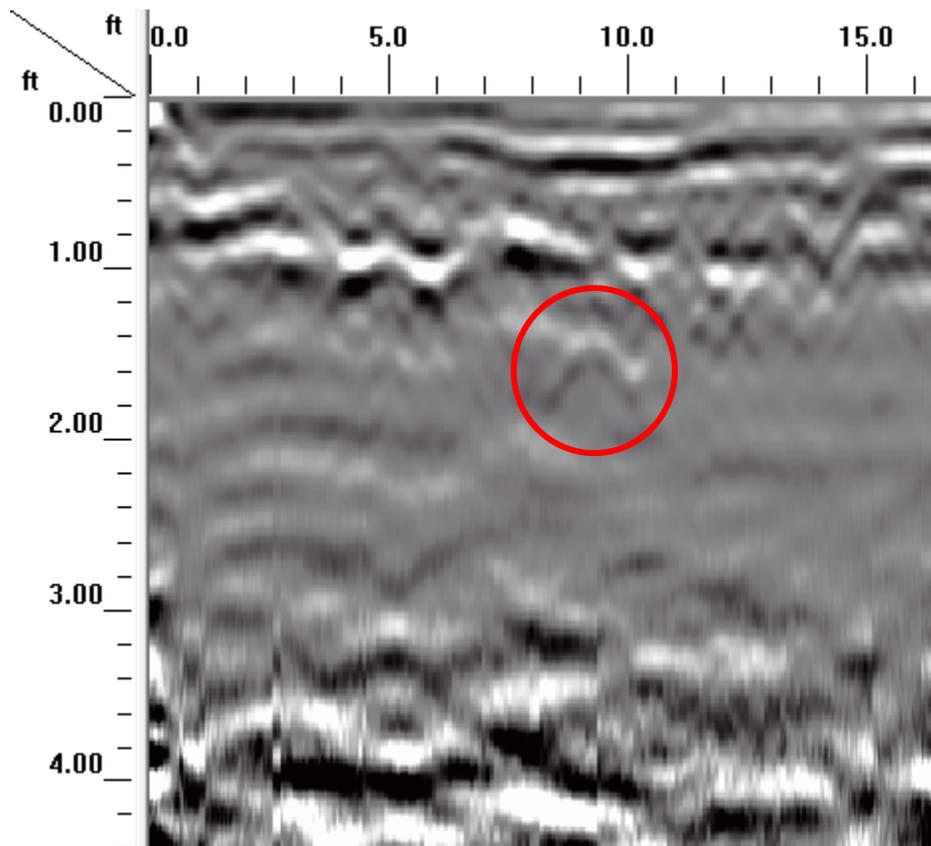
≈ 1 ft deep



Unknown Hyperbola – 4 (UH-4)

GPR File 29

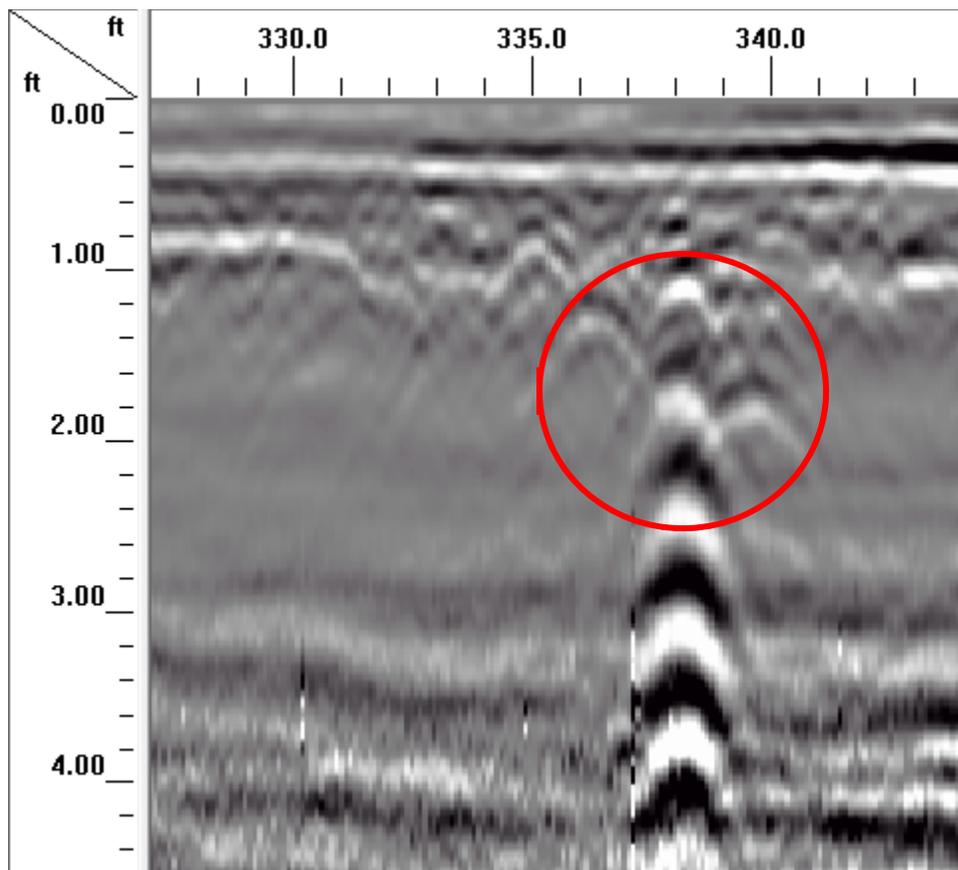
≈ 1.5 ft deep



Unknown Hyperbola – 5 (UH-5)

GPR File 153

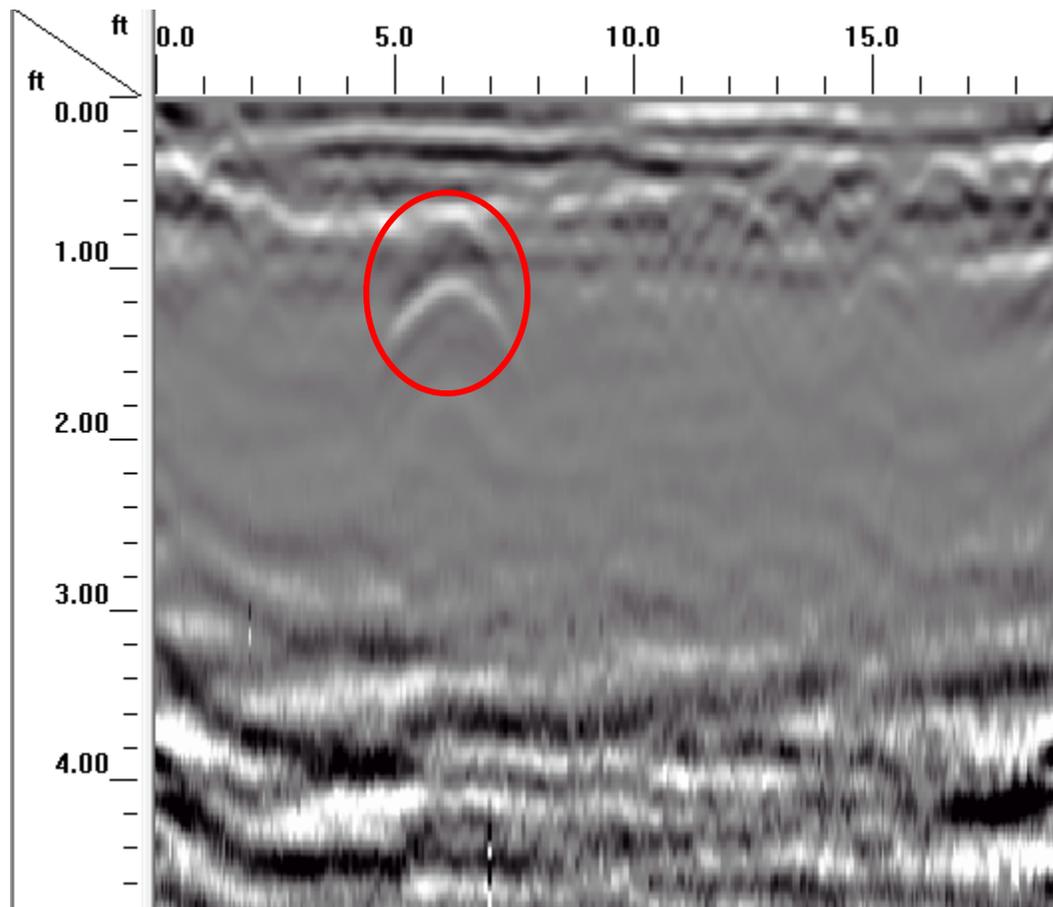
≈ 1-2 ft deep



Unknown Hyperbola – 6 (UH-6)

GPR File 44

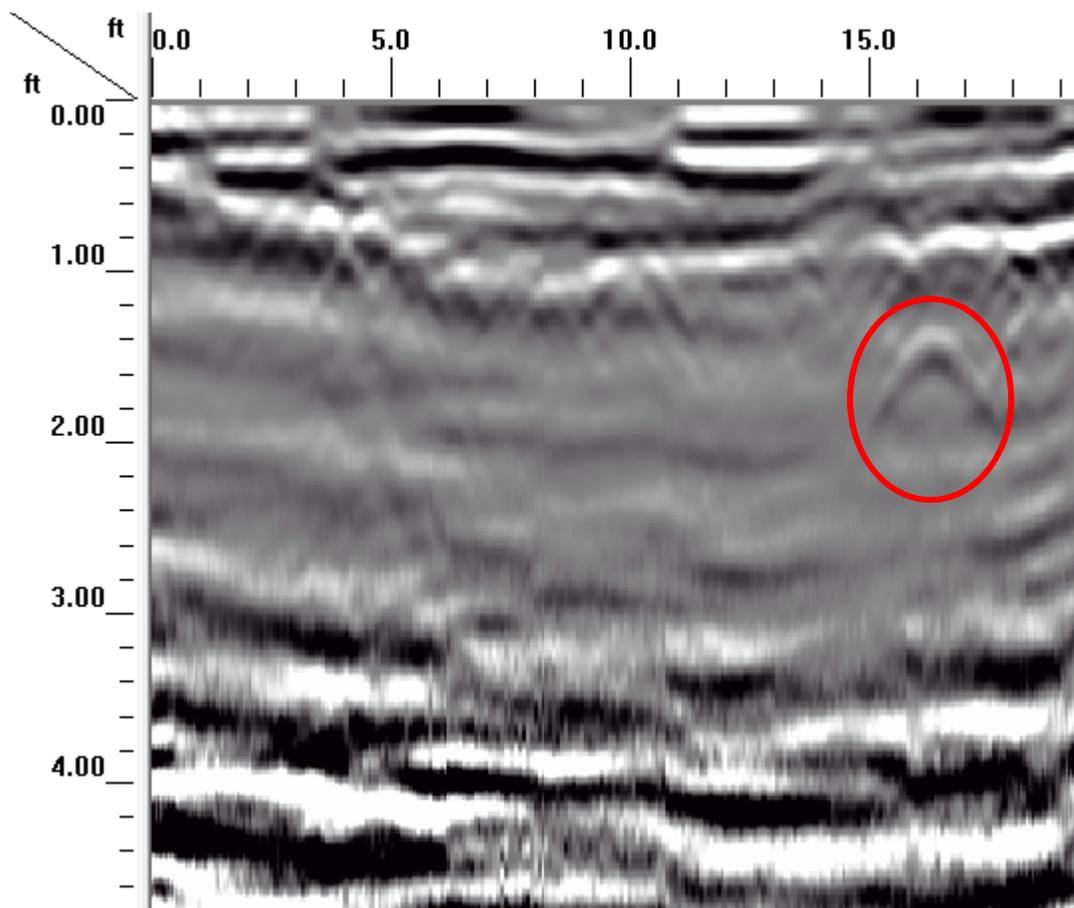
≈ 1.25 ft deep



Unknown Hyperbola – 7 (UH-7)

GPR File 62

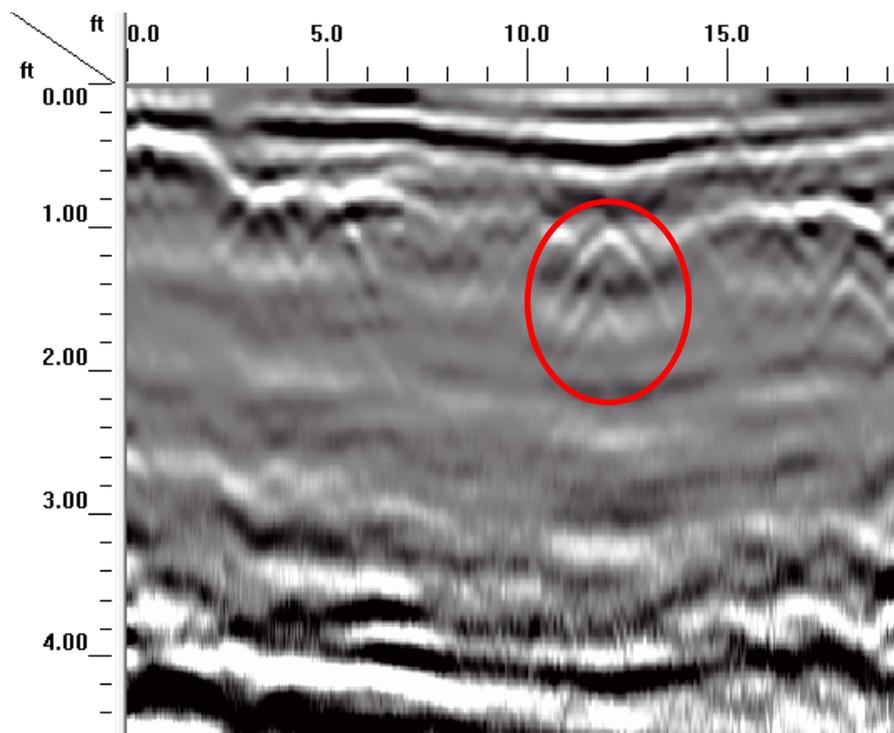
≈ 1.5 ft deep



Unknown Hyperbola – 8 (UH-8)

GPR Files 65 & 66

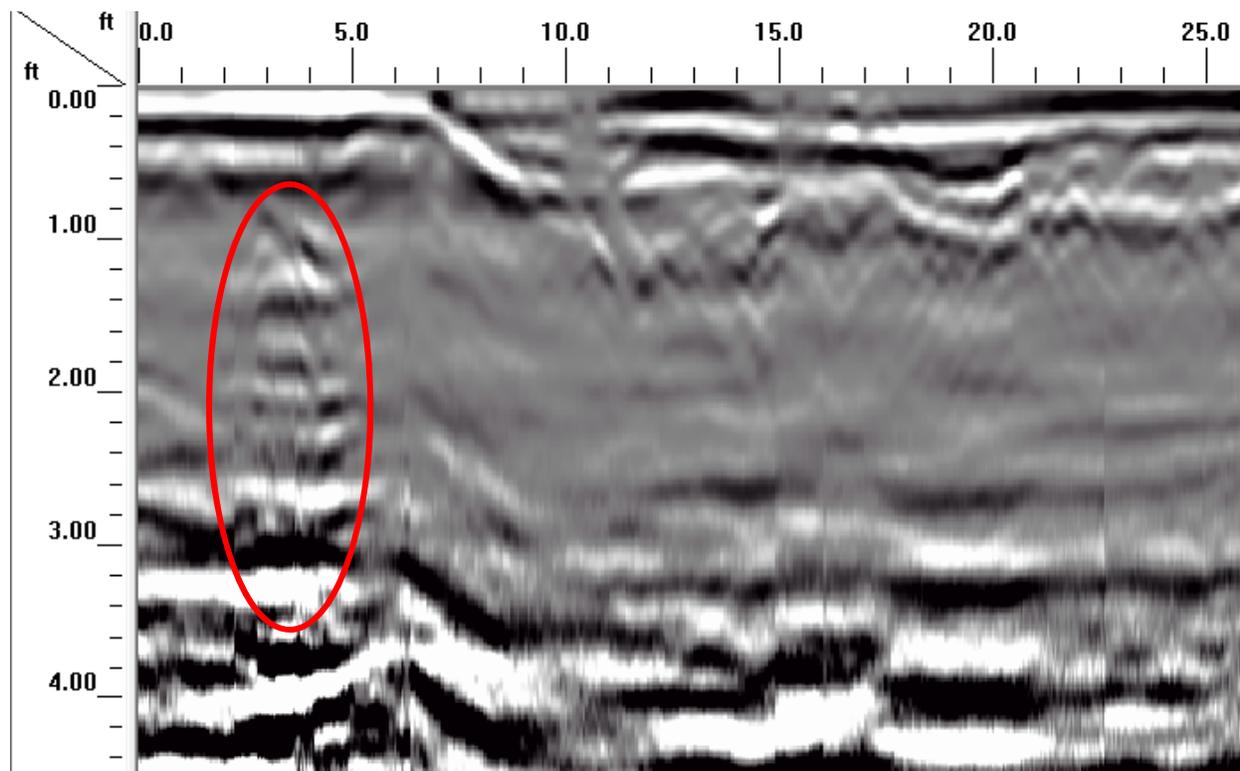
≈ 1 ft deep



Potential Burial – 1 (PB-1)

GPR Files 73-80

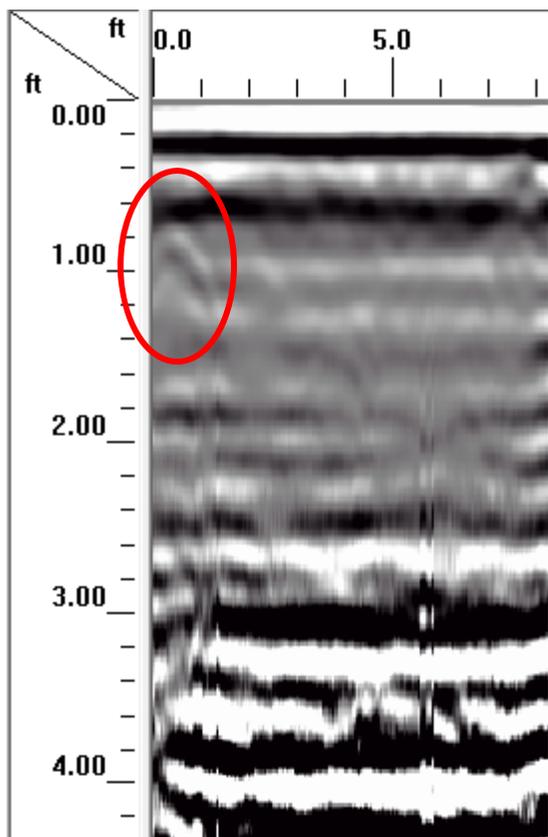
≈ 1 ft deep



Unknown Hyperbola – 9 (UH-9)

GPR Files 79-80

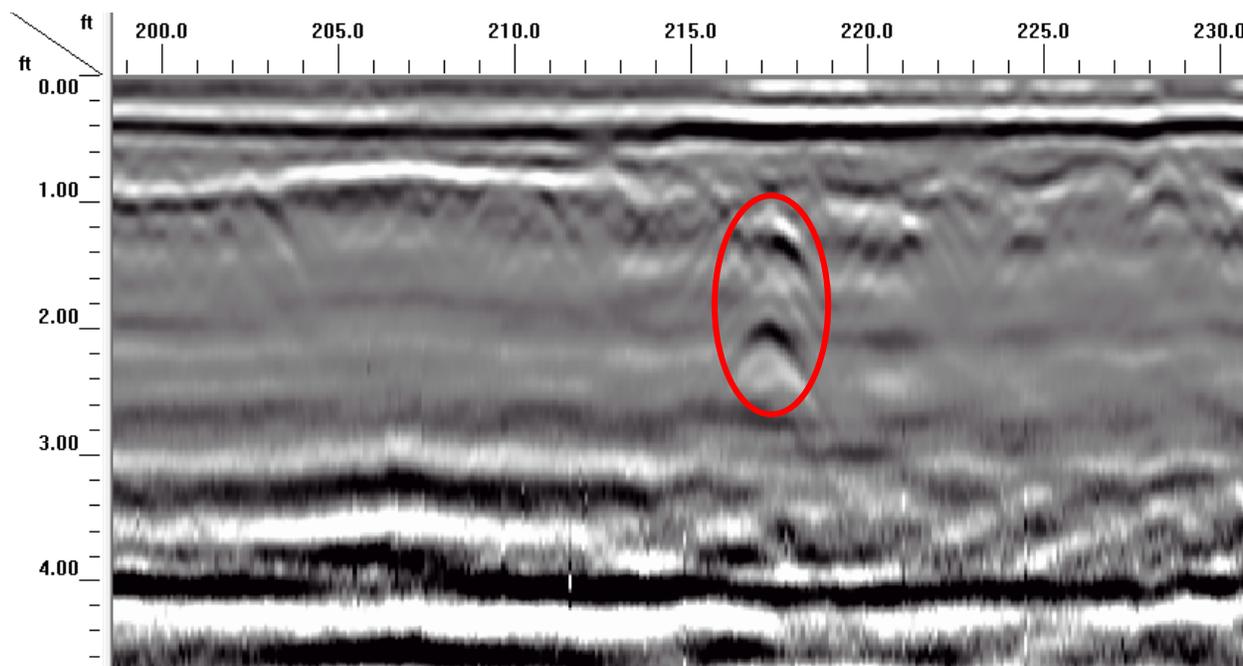
≈ 0.75 ft deep



Unknown Hyperbola – 10 (UH-10)

GPR File 155

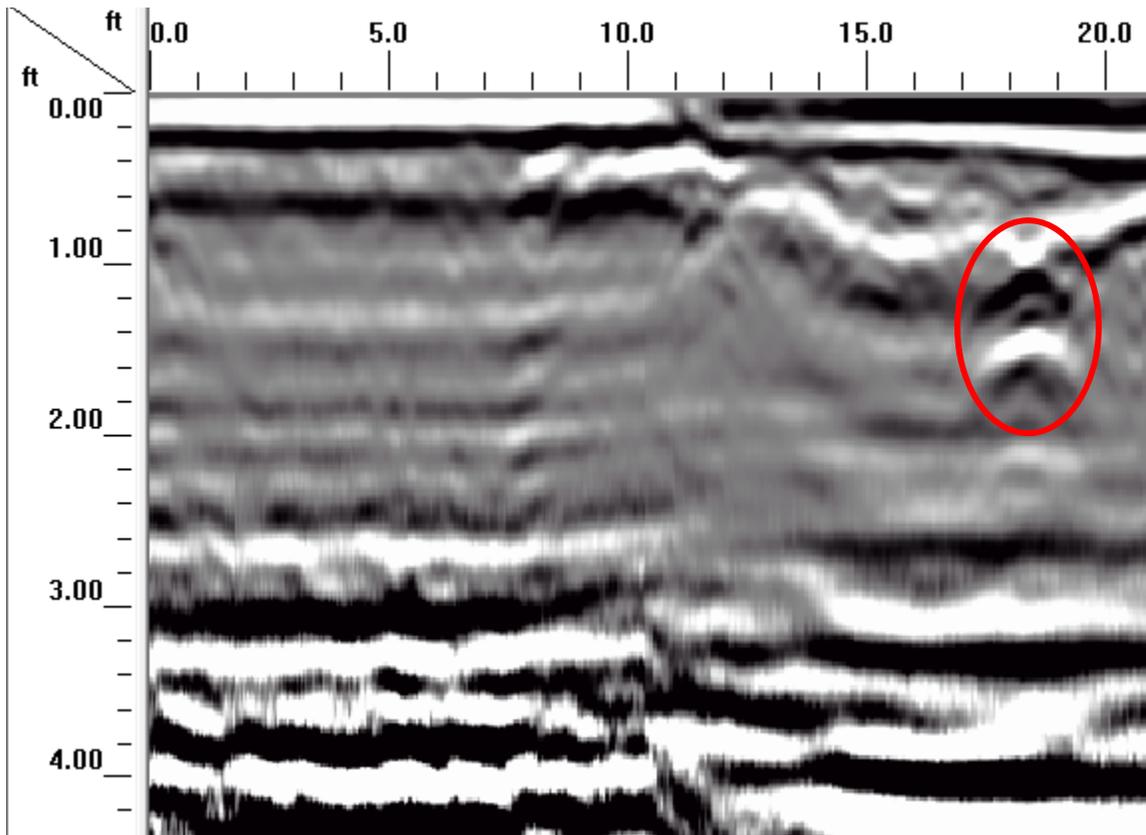
≈ 1-2 ft deep



Unknown Hyperbola – 11 (UH-11)

GPR File 81

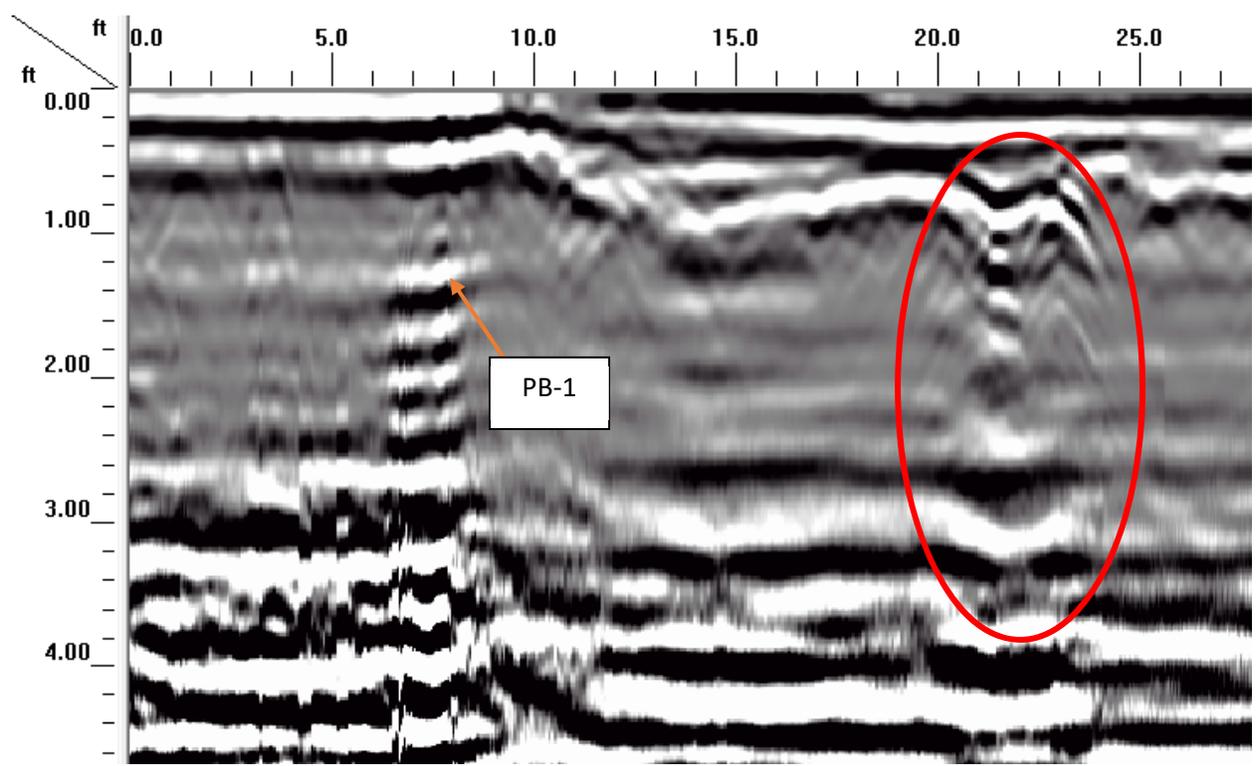
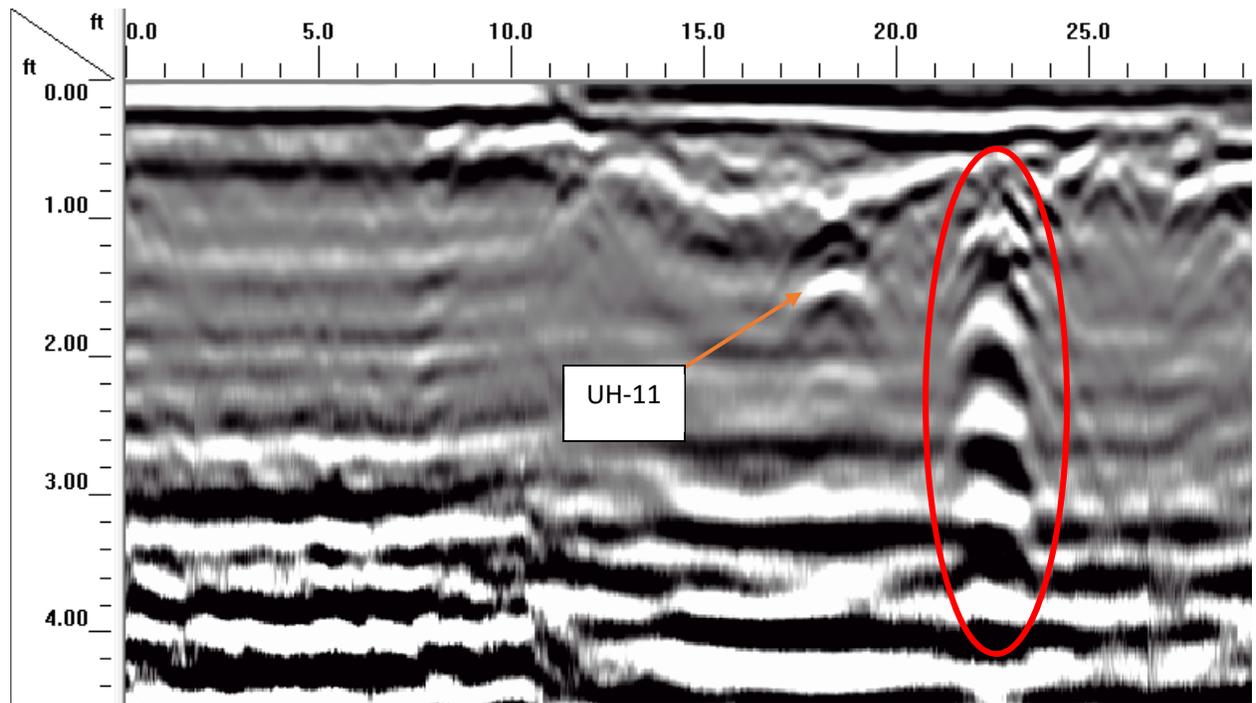
≈ 1-1.5 ft deep

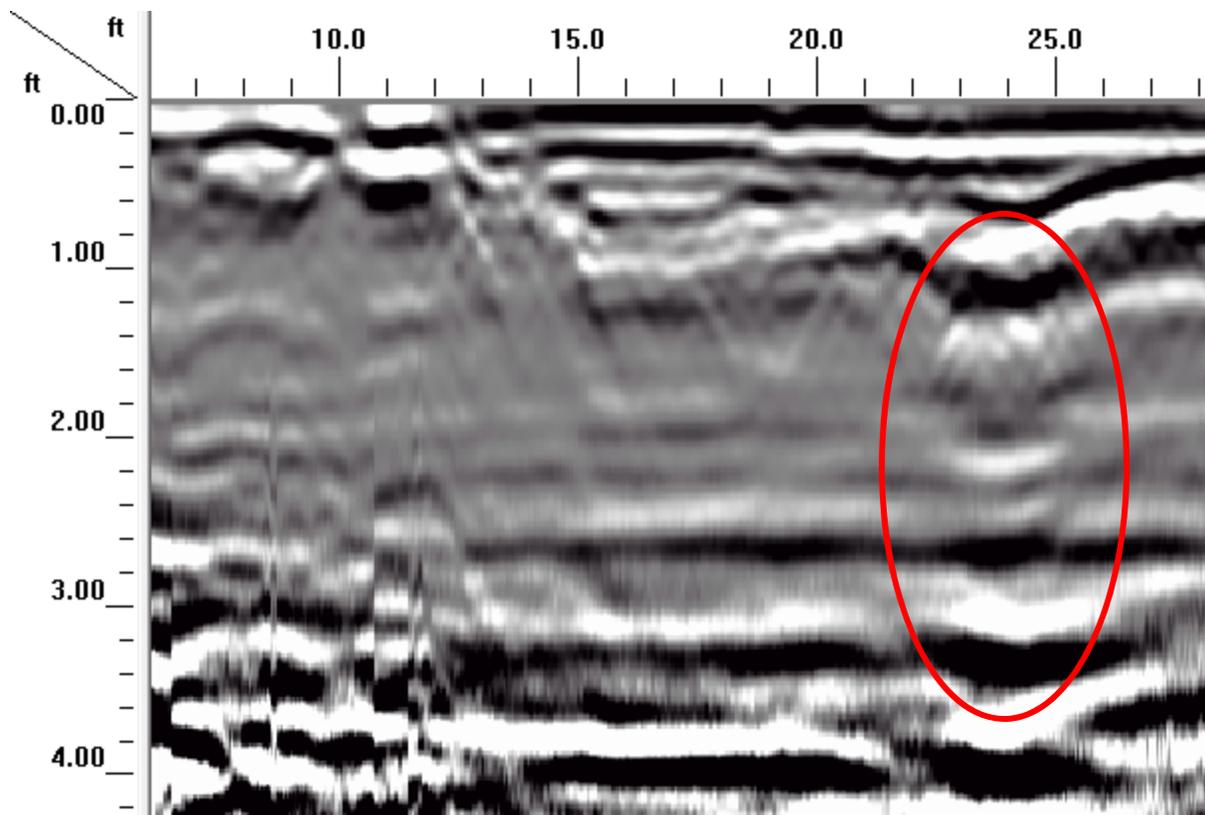


Unknown Feature – 1 (UF-1)

GPR Files 78-84

≈ 1-1.5 ft deep

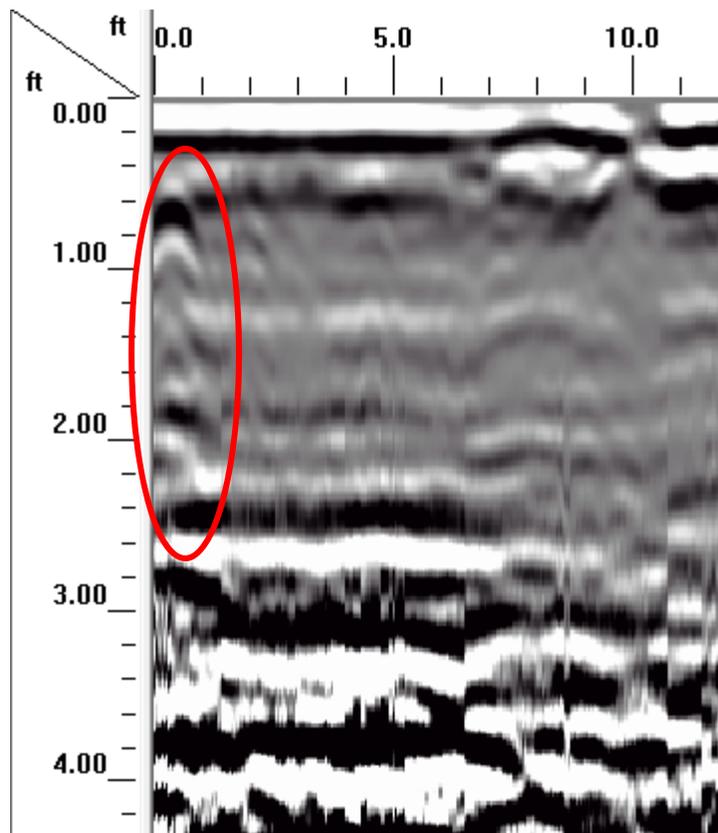




Unknown Hyperbola – 12 (UH-12)

GPR File 84

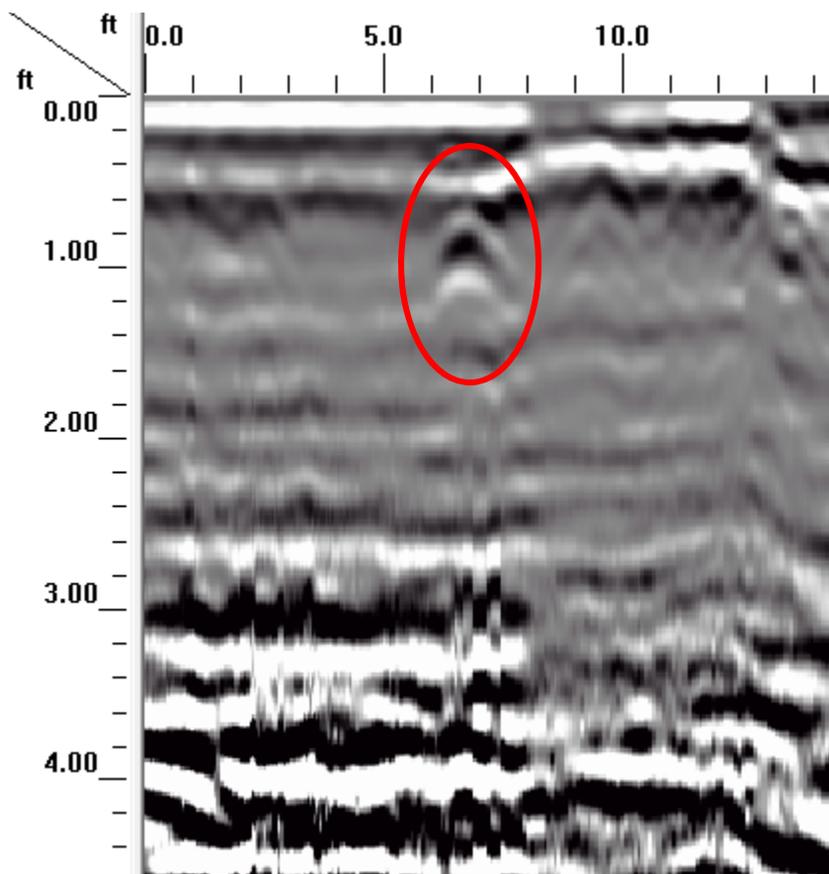
≈ 0.75-2 ft deep



Unknown Hyperbola – 13 (UH-13)

GPR File 87

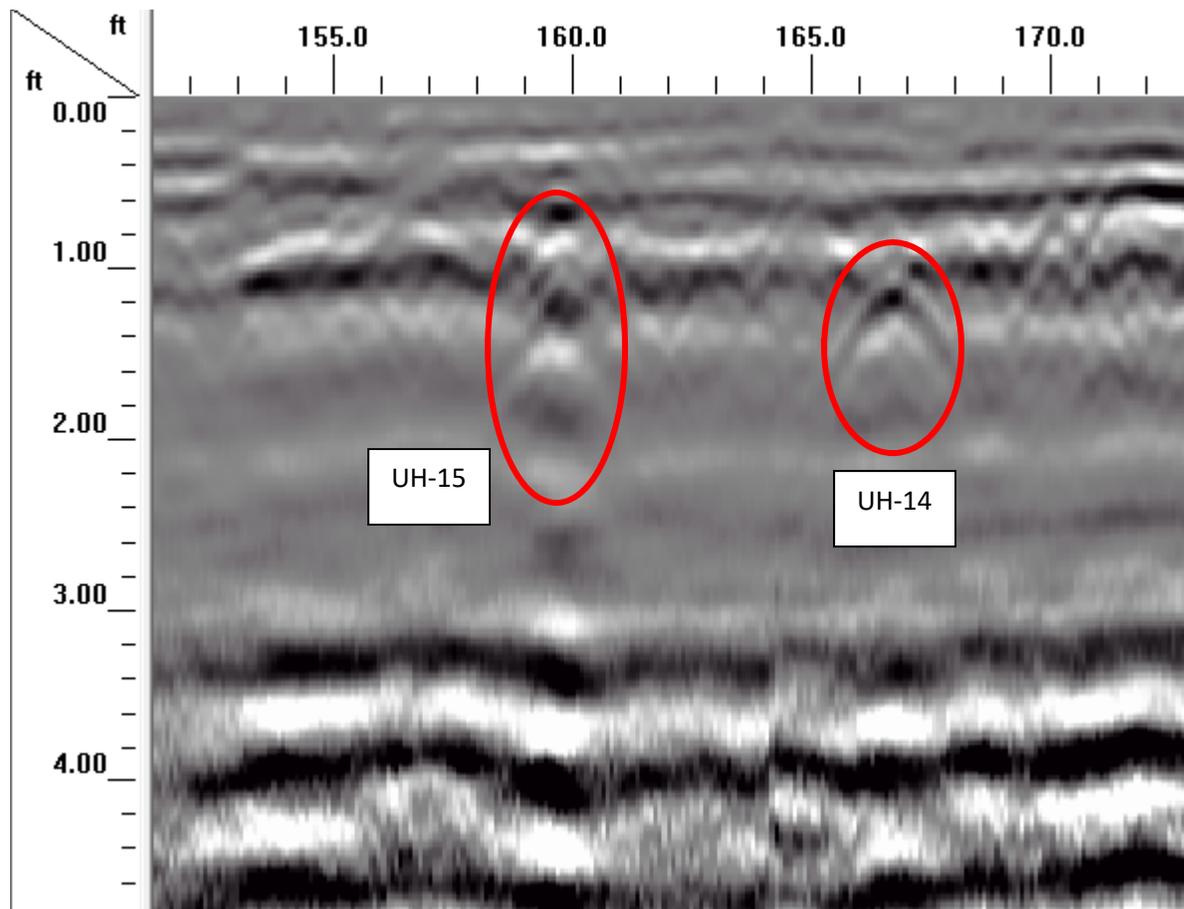
≈ 0.75-1.25 ft deep



Unknown Hyperbolas – 14 & 15 (UH-14 & UH-15)

GPR File 153

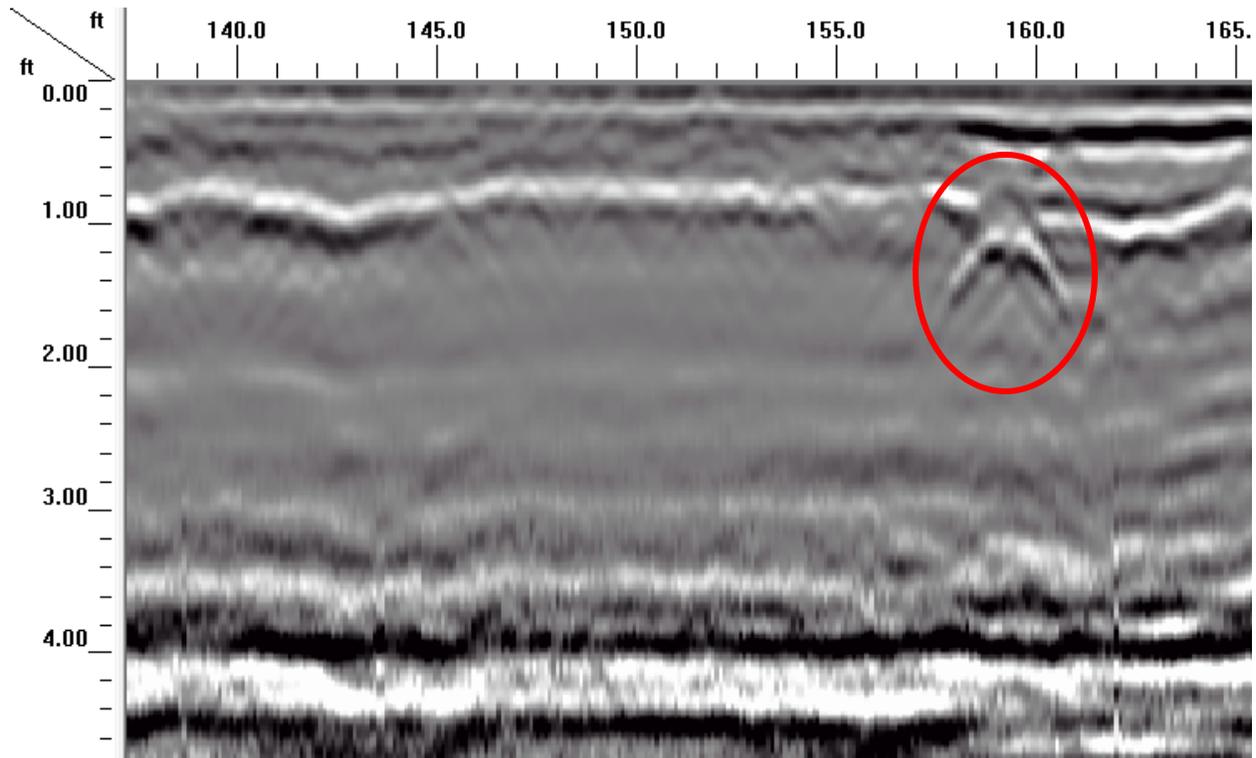
≈ 1-2 ft deep



Unknown Hyperbola – 16 (UH-16)

GPR File 157

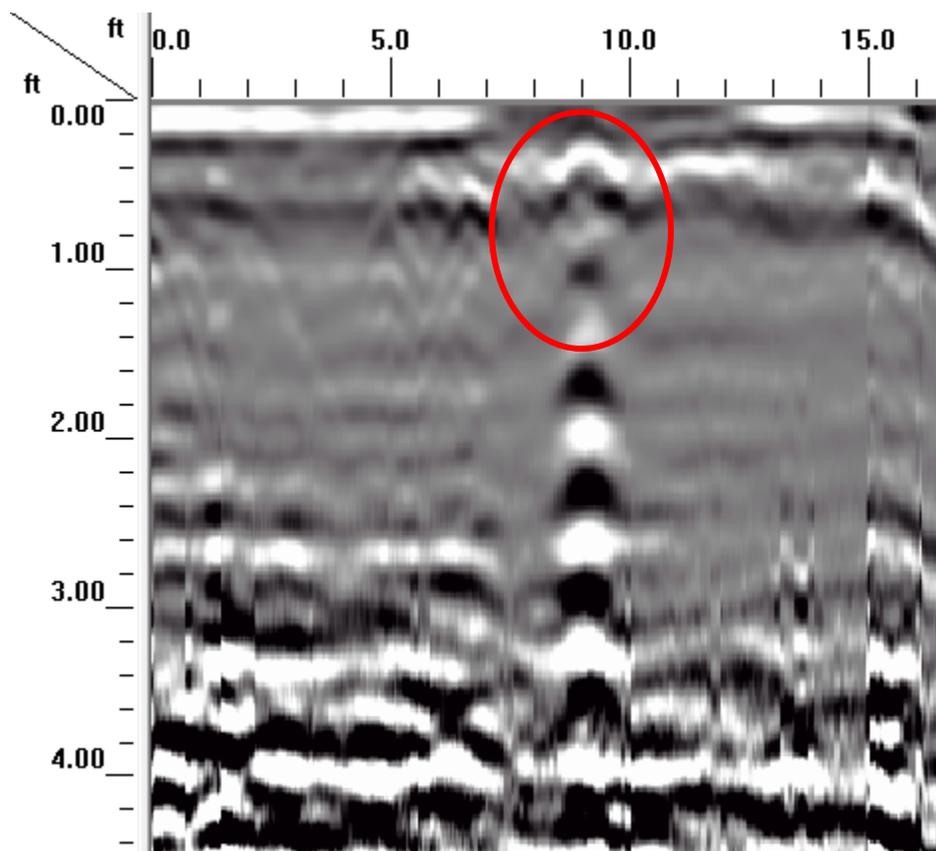
≈ 1 ft deep



Unknown Hyperbola – 17 (UH-17)

GPR File 100

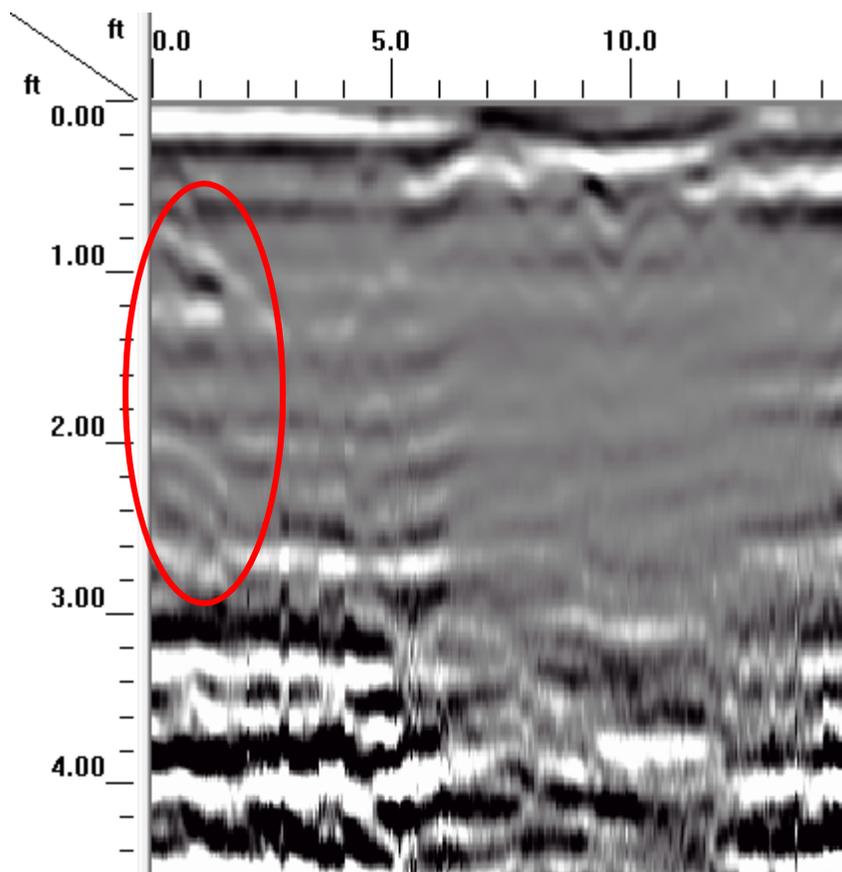
≈ 0.5-1 ft deep



Potential Burial – 2 (PB-2)

GPR Files 103-108

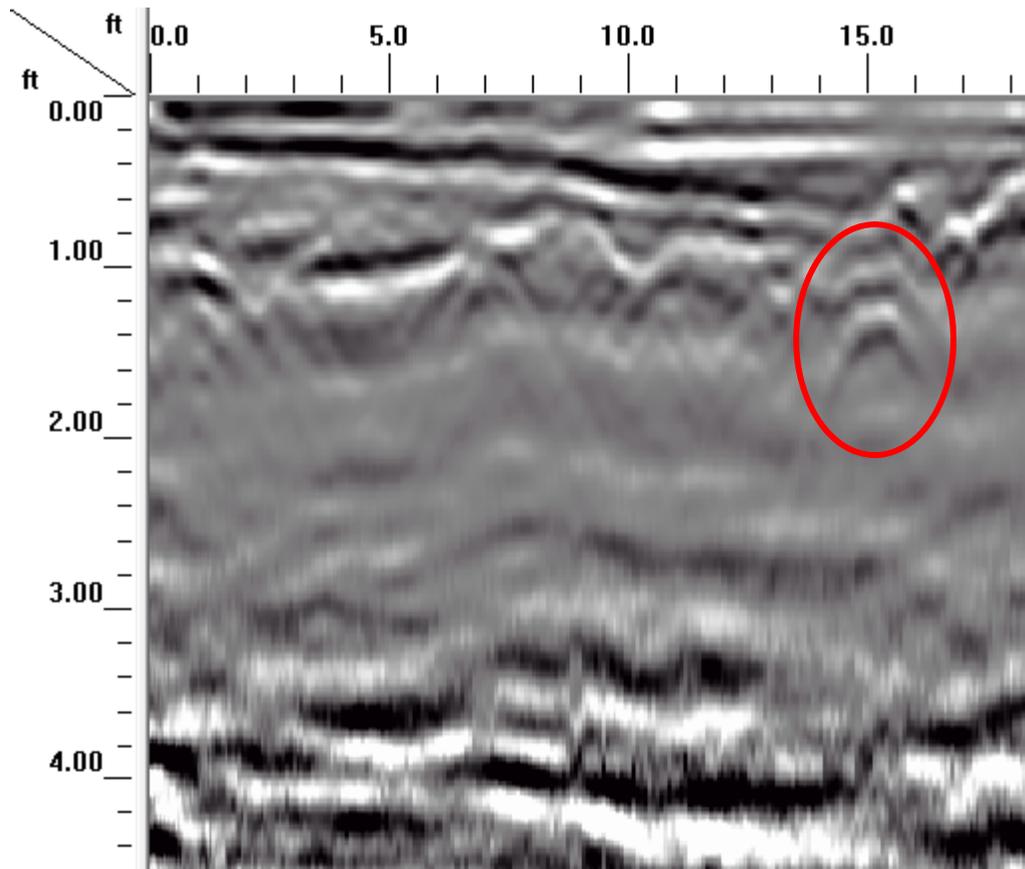
≈ 1 ft deep



Unknown Hyperbola – 18 (UH-18)

GPR File 147

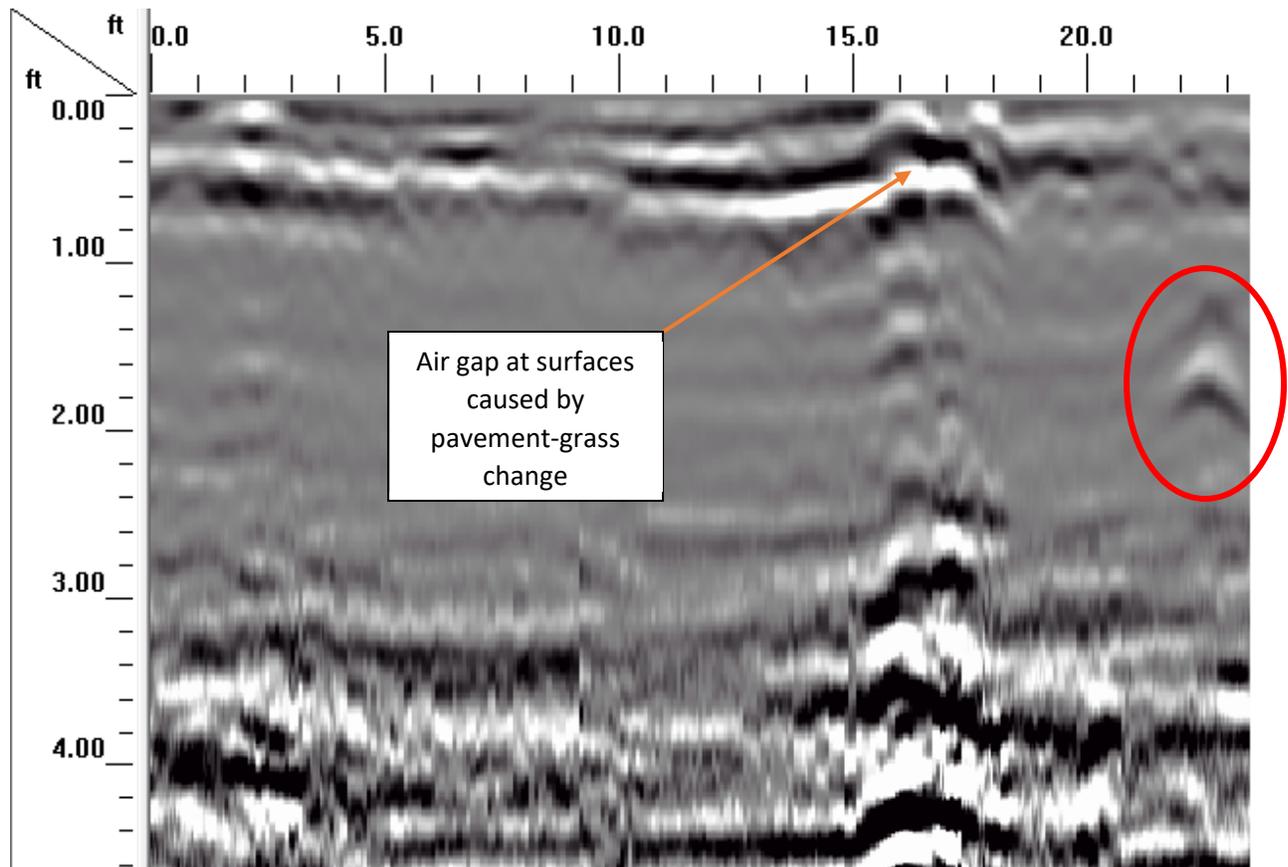
≈ 1-1.5 ft deep



Pipe – 1 (Pipe-1)

GPR Files 194, 195, 260

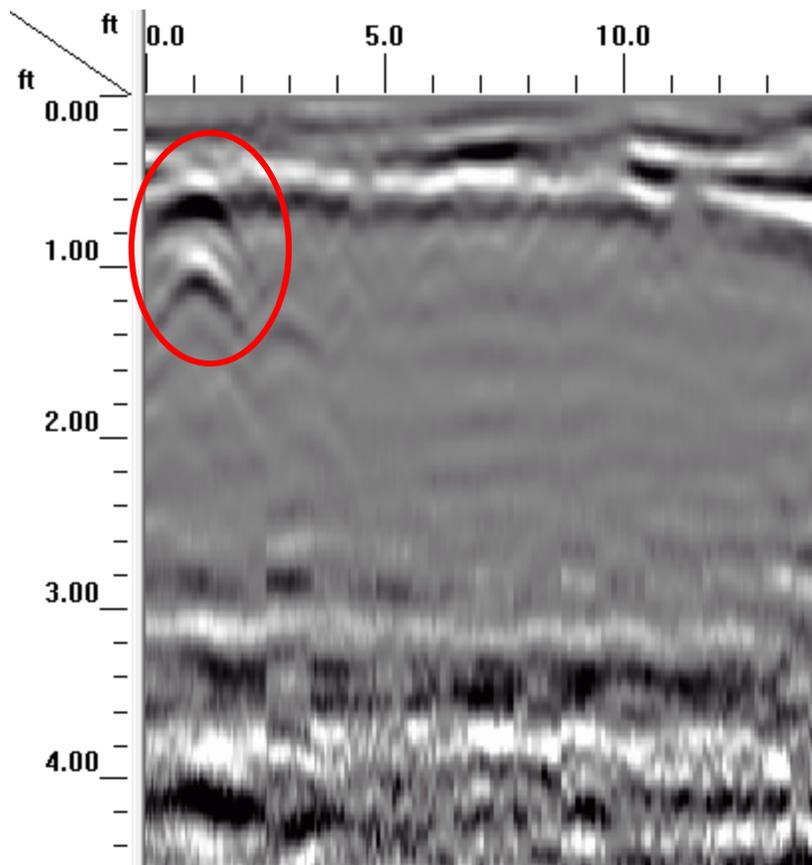
≈ 1.5 ft deep



Unknown Hyperbola – 19 (UH-19)

GPR File 198

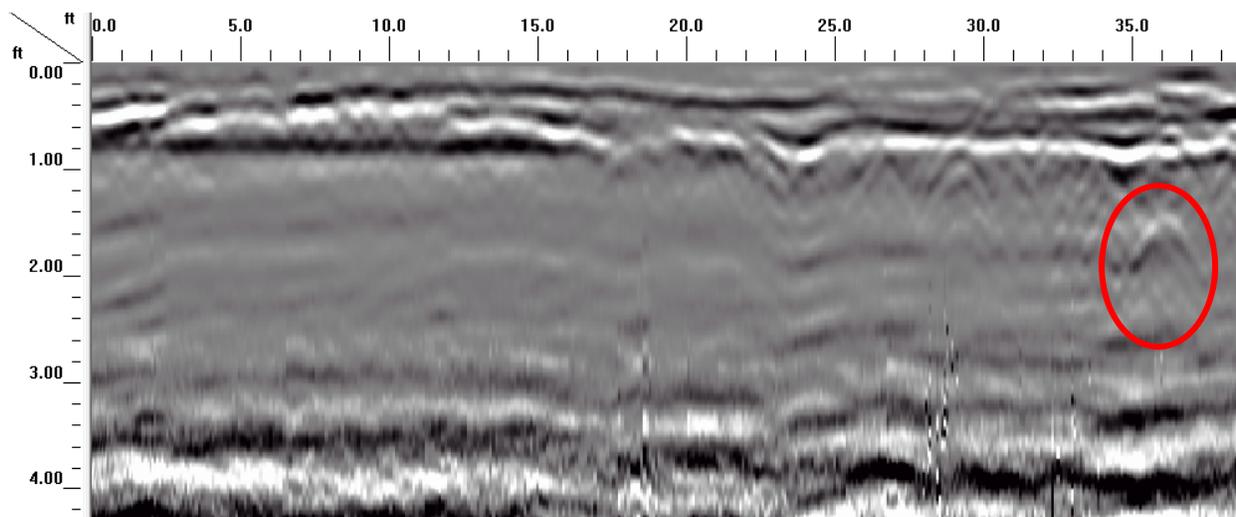
≈ 0.5-1 ft deep



Unknown Hyperbola – 20 (UH-20)

GPR File 216

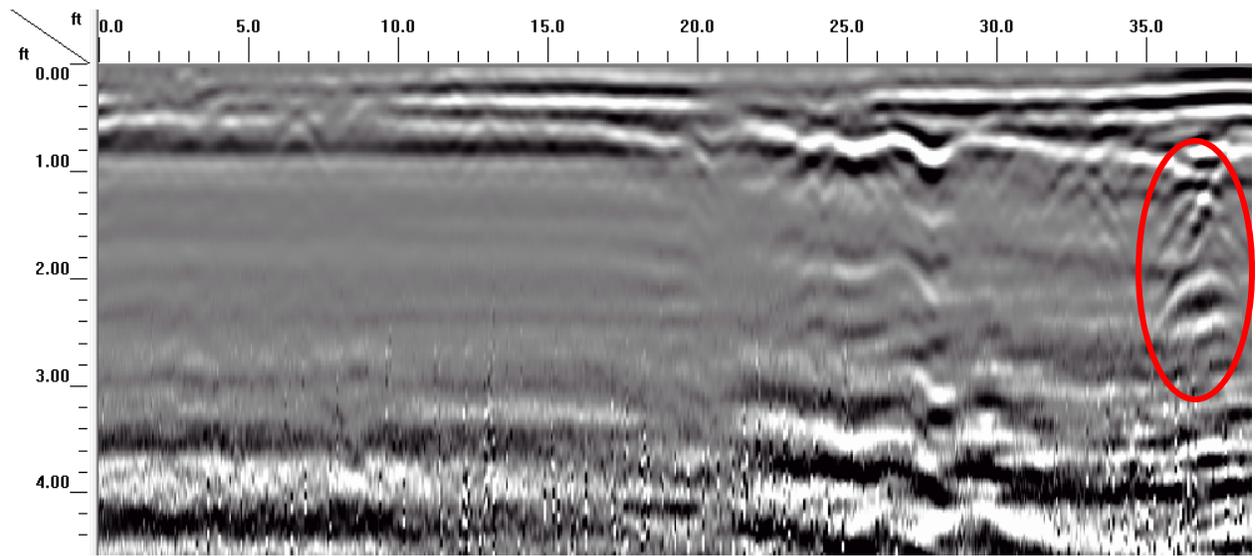
≈ 1.5 ft deep



Unknown Feature – 2 (UF-2)

GPR Files 220-226

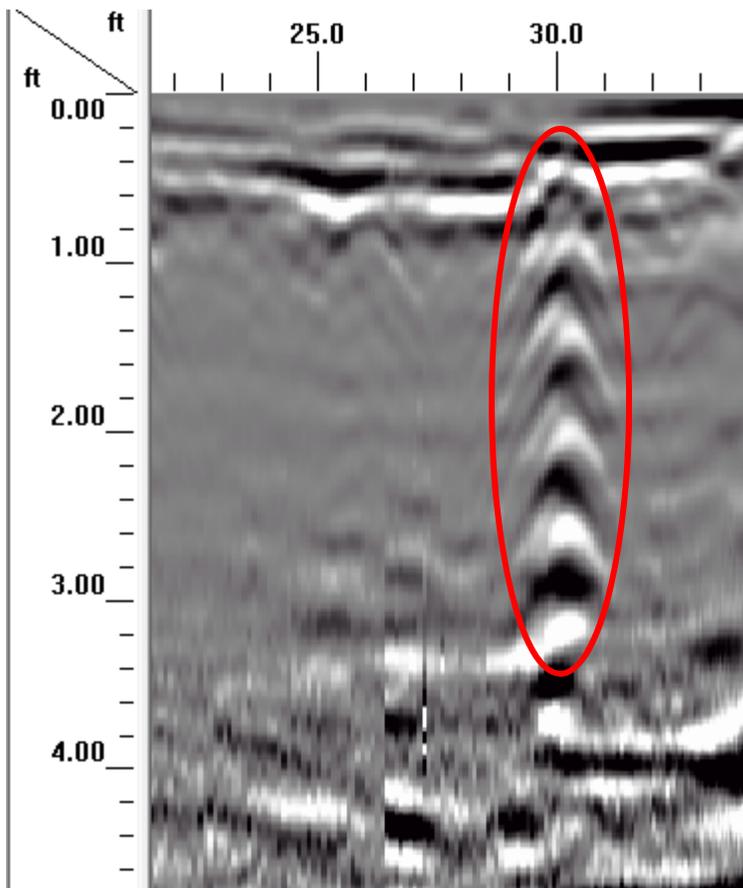
≈ 1-1.5 ft deep



Unknown Hyperbola – 21 (UH-21)

GPR File 239

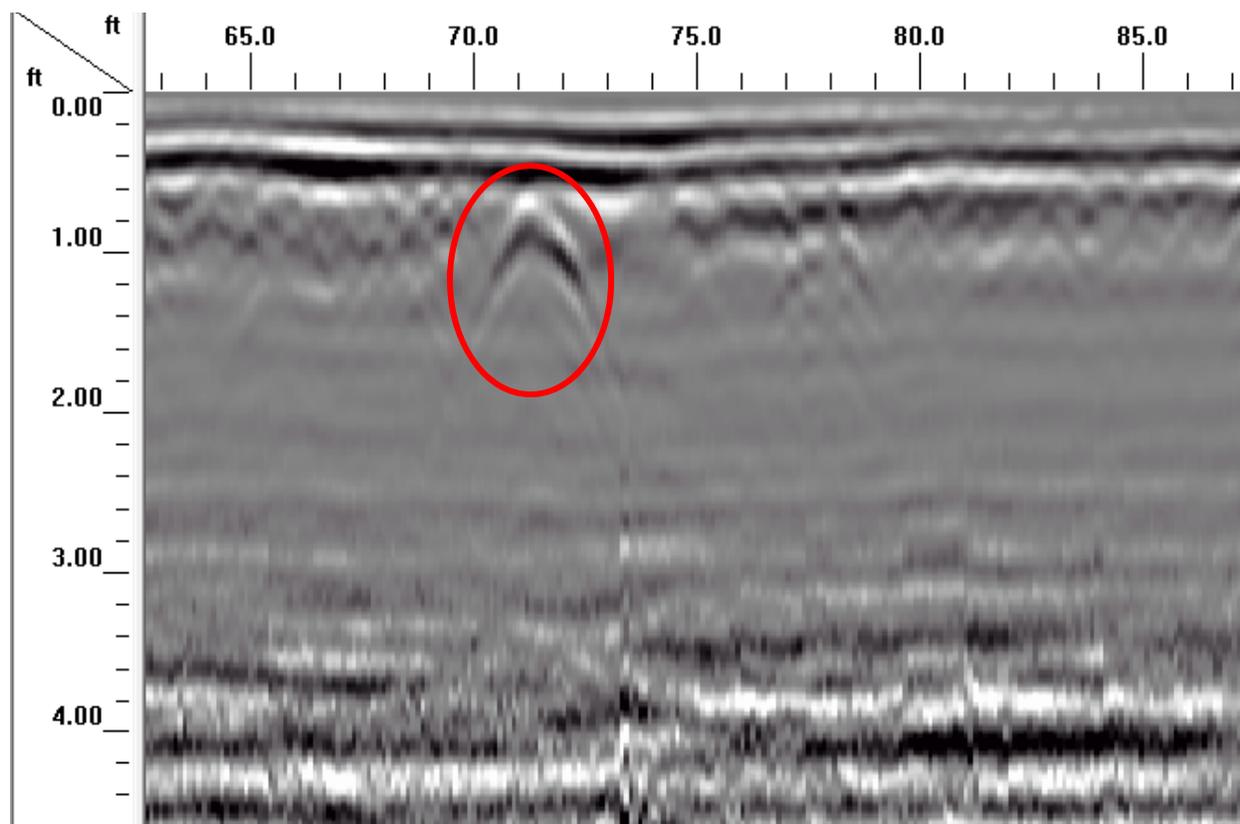
≈ 0.5 ft deep



Unknown Hyperbola – 22 (UH-22)

GPR File 253

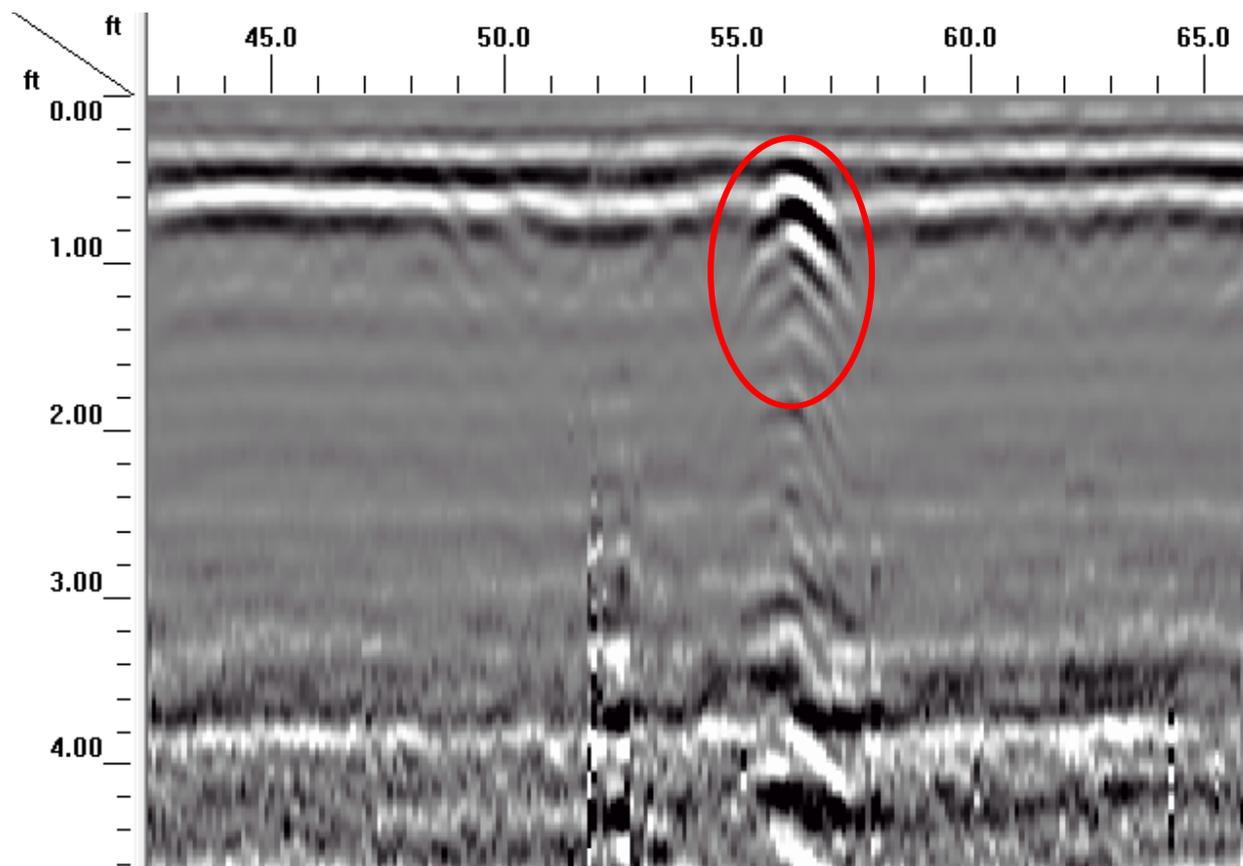
≈ 0.5-1 ft deep



Unknown Hyperbola – 23 (UH-23)

GPR Files 257 & 258

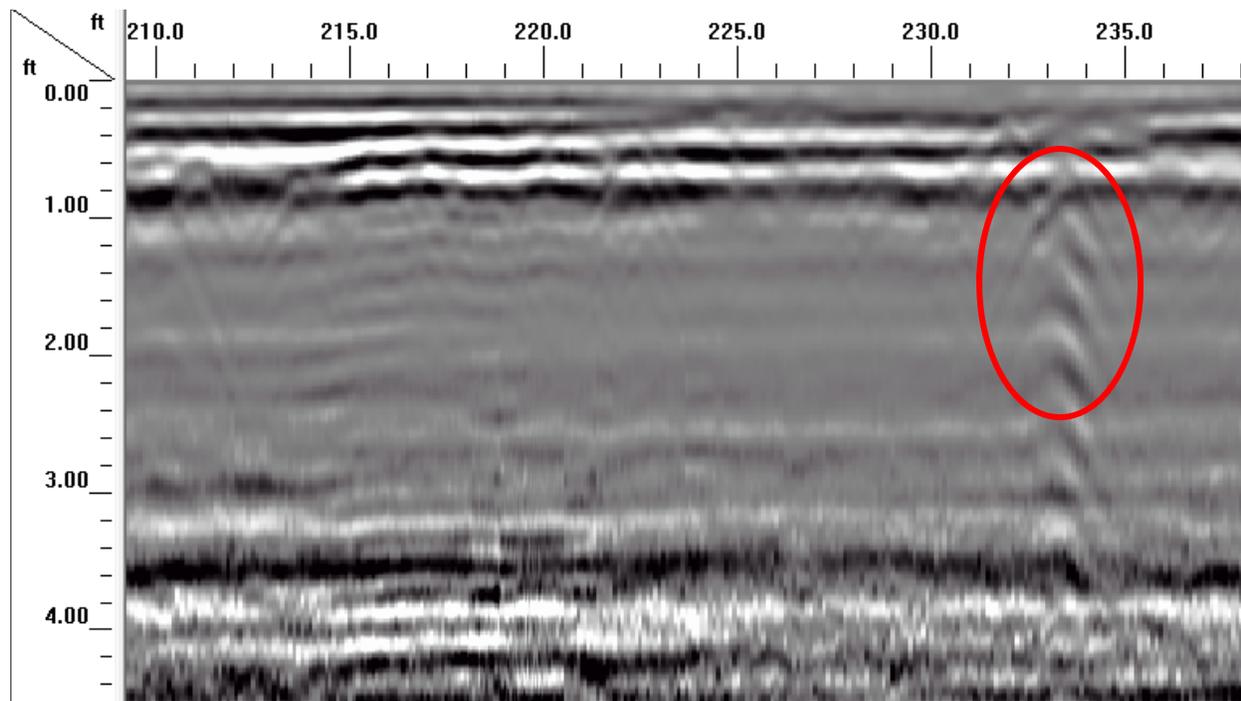
≈ 0.5-1 ft deep



Unknown Hyperbola – 24 (UH-24)

GPR Files 259

≈ 0.75-1.25 ft deep





Ohio Department of Natural Resources

MIKE DEWINE, GOVERNOR

MARY MERTZ, DIRECTOR

November 6, 2020

Michael E. Hatten, Chief
Regulatory Division
U.S. Army Corps of Engineers, Huntington District
502 Eight Street
Huntington, WV 25701-2070

RE: Federal Consistency for Proposed 2020 Nationwide Permits

Dear Chief Hatten:

This letter regards the Federal Consistency determination for the U.S. Army Corps of Engineers 2020 Nationwide Permits published in the Federal Register on September 15, 2020. The Federal Consistency determination relates to the proposed reissuance of existing Nationwide Permits and issuance of new Nationwide Permits, both of which are expected to take effect on a to-be-determined date in 2021.

The Coastal Zone Management Act and its corresponding Federal Regulations provide that any federal agency activity affecting any coastal use or resource of a state's designated coastal zone must be conducted in a manner consistent to the maximum extent practicable with the enforceable policies of that state's approved coastal management program. The Ohio Department of Natural Resources (ODNR) is the designated state agency under the Ohio Coastal Management Program. As such, ODNR is responsible for concurring with or objecting to Federal Consistency determinations.

Based on the information provided, ODNR hereby concurs with the Federal Consistency determination and associated use of all Nationwide Permits for activities within Ohio's designated coastal zone, with the following exception:

- ODNR objects to the issuance of Nationwide Permits 3, 7, 12, 13, 14, 15, 17, 18, 36, 54, C, and D for activities located within or along the shore of Ohio's portion of Lake Erie, including Maumee Bay and Sandusky Bay. Such activities would likely require review under one or more authorizations referenced in the enforceable policies of the Ohio Coastal Management Program.

If you need additional information or have any questions regarding your Federal Consistency review, please feel free to contact me at (419) 609-4104.

Sincerely,

A handwritten signature in black ink, appearing to read "S. Holland", written over a red digital signature line.

Digitally signed by
Steven J. Holland
Date: 2020.11.06
10:09:08 -05'00'

Steven J. Holland, M.P.A.
Coastal Programs Administrator

ec: Teresa Spagna, Huntington District
Keith Sendziak, Buffalo District
Scudder D. Mackey, Ph.D., Chief, ODNR Office of Coastal Management

OFFICE OF COASTAL MANAGEMENT

105 WEST SHORELINE DRIVE SANDUSKY, OH 44870 (419) 626-7980 / (888) 644-6267

Rev.1: June 30, 2025

DESCRIPTION OF SUBMERGED LAND LEASE WATERLINE

The following Lease Parcel Description is adjacent to the upland property owners, Johnson's Island Property Owner's Association, Inc., who claims title by instrument recorded in volume 1059 page 784 of the Ottawa County Records, on the northerly side, and is adjacent to Confederate Drive as Shown and Dedicated on Plat Three of Bay Haven Estates as recorded in Plat Volume 18 Page 9A of the Ottawa County Records on the southerly side.

Being a parcel of submerged land located within the waters of Lake Erie (Sandusky Bay) and situate to the adjacent upland which is a part of the Original Lot 28, and Johnson's Island, Section 1, Danbury Township, Firelands Survey, Village of Marblehead, County of Ottawa, and State of Ohio;

Beginning at a ¼" iron pin found in concrete, upland reference monument #1, in the easterly line of Gaydos Drive, 50 feet in width, at the southwest corner of Lot No. 34 in the Cold Harbor Subdivision as recorded in Plat Volume 12 Page 38B of the Ottawa County Records;

Thence N.01°39'10"W., along said easterly line of Gaydos Drive, 150.00 feet to a ½" iron pin at the Northwesterly corner of Lot 33 in said Cold Harbor Subdivision, upland reference monument #2;

Thence S.88°20'50"W., perpendicular to the centerline of said Gaydos Drive, 25.00 feet to the centerline of Gaydos Drive;

Thence S.1°39'10"E., along said centerline of Gaydos Drive, 548.99 feet to a point;

Thence S.03°25'39"E., 244.30 feet to the shore of Sandusky Bay per natural shoreline as depicted in 1968 Aerial Photographs from mosaic imagery provided by ODNR Engineering and Surveying website, and the Principal Point of Beginning;

COURSE I Thence S.76°38'05"E., along said shoreline per ODNR aerial imagery, 16.74 feet to a point;

COURSE II Thence S.12°58'51"E., 46.38 feet to a point;

COURSE III Thence S.50°40'58"E., 161.65 feet to a point;

COURSE IV Thence S.18°56'52"E., 2947.51 feet to a point;

COURSE V Thence S.16°15'28"W., 98.53 feet to a point;

COURSE VI Thence S.26°08'28"W., 46.93 feet to the shore of Sandusky Bay as depicted by said 1968 ODNR aerial imagery as referenced by upland monument #3 bearing S.8°52'58"W., 29.32 feet from said point, and as referenced by upland monument #4 bearing S.10°43'41"W., 379.42 feet from said point ;

COURSE VII Thence N.67°57'19"W., along said shoreline as depicted by said 1968 ODNR imagery, 15.04 feet to a point;

COURSE VIII Thence N.26°08'28"E., parallel to Course VI and distant 15.00 feet by normal measure therefrom, 46.70 feet to a point;

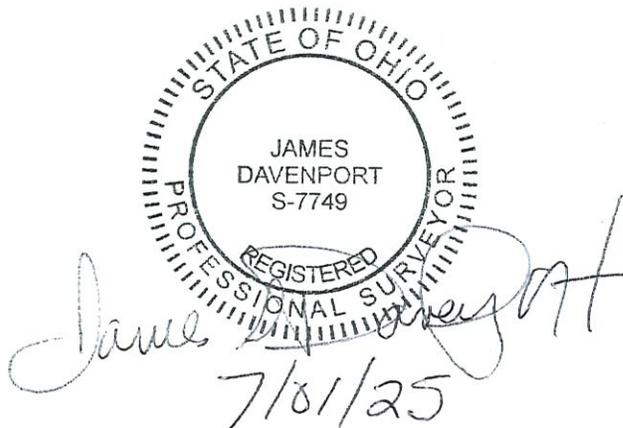
COURSE IX Thence N.16°15'28"E., parallel to Course V and distant 15.00 feet by normal measure therefrom, 92.48 feet to a point;

COURSE X Thence N.18°56'52"W., parallel to Course IV and distant 15.00 feet by normal measure therefrom, 2938.49 feet to a point;

COURSE XI Thence N.50°40'58"W., parallel to Course III and distant 15.00 feet by normal measure therefrom, 162.51 feet to a point;

COURSE XII Thence N.12°58'51"W., parallel to Course II and distant 15.00 feet by normal measure therefrom, 58.93 feet to the Principal Point of Beginning, and containing about 49510 square feet (1.1366 Acres), of which all land is contained within Lake Erie (Sandusky Bay), as described from survey in April 2025 by James S Davenport, Ohio Registered Professional Surveyor No. 7749 of Verdantas;

Bearings are based upon GPS/RTK observations utilizing the Ohio Department of Transportation's VRS network of Continuously Operating Reference Stations. Horizontal Datum is North American Datum 1983 (2018 Geoid).



JAMES
DAVENPORT
S-7749
REGISTERED
PROFESSIONAL SURVEYOR

James Davenport
7/01/25

