BID SET

Water Tower Project - REBID

Village of Lyons

WSRLA, OEPA H2OHIO, OPWC & CDBG Funded Project

December 2025



Alan Frygier P.E.

220792

verdantas

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To: All Plan Holders of Record

From: Verdantas LLC
For the Owner

Re: ***Addendum No. 1***
Water Tower Project
Village of Lyons

Date: October 24, 2025

This Addendum forms a part of the contract documents and modifies the original bidding documents dated October 2025 and all previous addenda, if any. Acknowledge receipt of this addendum in the space provided in the bid forms. Failure to do so may subject the bidder to disqualification.

BID OPENING DATE

The date and time of receiving and opening bids shall be changed from November 5, 2025 at 12:00 p.m. to November 6, 2025 at 10:00 a.m.

The location shall be changed from the Village of Lyons Village Hall to the Fulton County Commissioners office at 152 S. Fulton St., Suite 270, Wauseon, OH 43567.

QUESTIONS AND ANSWERS

Q1. Do you have an inspection report for the old tower?

A1. Yes, the Maintenance Inspection report dated October 21, 2019 by Nelson Tank Engineering & Consulting, Inc. has been included as part of this addendum.

Q2. Is there a paint analysis available for the old tower?

A2. Specific Paint analysis outside of the 2019 Nelson Tank Engineering Maintenance Inspection has not been conducted. The Inspection report discusses the interior and exterior paint analysis that was conducted providing previous coating details in that report. Any hazardous materials should comply with the updated Section 024116 – Structure Demolition

Q3. Please confirm the demo is after the construction of the new tower.

A3. Demolition of Existing Tower is to occur only once the new tower is online and has been operational for 30 days without any interruptions and coordinated with the Owner for approval.

Q4. The plans state to remove the tower and pad.
a. What exactly do you mean by pad? The concrete piers?
b. To what depth?
c. How do you expect it restored? With concrete?

A4. a. The term "pad" refers to the existing concrete foundation elements supporting the old tower. While not explicitly defined, this typically includes concrete piers or ringwall.

b. Section 024116 – 1 requires removal of foundations to a depth of 36 inches below finished grade unless otherwise directed.

c. Restoration is defined in Section 017821 – 1 (Cleaning and Protection) and Section 321000 – 1 (Pavement Replacement). If the pad is in a paved area, restoration is with asphalt or concrete per site restoration specs.

Q5. For the existing tank to be demolished, are we just taking it down to grade or removing the foundations to a depth of XX' below grade? If removing foundations are required, what is that depth?

A5. Section 024116 – 1 requires removal of foundations to a depth of 36 inches below finished grade unless otherwise directed.

Q6. SR.1, item 5 states no work between hours of 7:30p to 7:30p, please correct.

A6. Change to 7:30 p.m. to 7:30 a.m.

Q7. - Please confirm weekend work will be allowed. Section 011423 states no work will be permitted on Sundays. Please let me know if the Owner will consider adjusting this policy and/or agreeing to a later start time on Sundays. All work requiring Owner or Engineer to be present to be conducted during normal business hours Monday through Friday.

A7. It is possible for these restrictions to be lifted and will be discussed with the Owner once awarded. The Owner does not foresee this as an issue and will be discussed on a case-by-case basis.

Q8. Are there any city or county building permits the Contractor is required to obtain?

A8. The Contractor must obtain any necessary building or demolition permits from the Village or County. Please see updated Section 014126 – General Regulations & Permits.

Q9. Please confirm the project is tax-exempt and a certificate of tax exemption will be provided to the Contractor upon Award.

A9. Yes, the project is tax exempt. Contractor can obtain the certificate from the Finance Department after award.

Q10. Section 331619-5 calls for a 40" x 80" personnel door. Our standard would be a 36" x 80" – is this acceptable?

A10. This is acceptable.

Q11. Section 331619-12 states the awarded bidder shall perform their own independent geotechnical investigations. Is this required given that a geotechnical report has already been completed?

A11. The Contractor shall perform their own independent geotechnical inspections to supplement the provided soil data. Please refer to EJCDC C-700 *Section 4.02B: Limited Reliance by Contractor on Technical Data.*

Q12. It appears as though the parking lot and the water tower sit on the same lot that is owned by the city.

A. Is the parking lot in fact a city lot?
B. Would the city allow us the use the entire lot to perform the demo?
C. If the lot is not city owned, would the city help us gain permission to use it or is that something that we would need to do?

A12.

A. The lot is owned by the Village
B. The Village will grant request to utilize the entire lot for the demolition upon request and may be discussed upon award of contract.
C. This is not the case and would be handled on a case by case basis.

Q13. Is N Adrian/County Rd 10-3 maintained in town by the Village or the county?

A. Do you have a contact for us to reach out to, to inquire about permitting etc for the street closures?

A13. N Adrian/ County Rd 10-3 is owned by the Village within their Village Boundary.

A. Coordination will be held with the Village of Lyons and their Village Administrator.
    a. Contact will be Tanya Lumbrezer at the Village, Village Administrator

Q14. What type of requirements are there to close down a portion of N. Adrian?

a. Traffic control plan?
    i. Does it need to be stamped by an engineer?
    ii. Is Fulton St, Lincoln St, and Cleveland St heavy enough to detour truck traffic down if a full closure of N Adrain is needed?

A14.

A. Yes, a Traffic Control Plan will be required. The specifications mandate that the Contractor maintain traffic and follow all applicable traffic control standards. Section 011419 requires keeping streets open or partly open to traffic whenever possible (e.g. only one-half of an intersection closed at a time) and to provide driveways/bridges as needed for the public (Section 011419 - 1). Additionally, Section 015526 – *Temporary Traffic Control Devices* – requires the Contractor to adhere to the Ohio Manual of Uniform Traffic Control Devices (OMUTCD) and ODOT Item 614 for maintenance of traffic. The Village will grant request to utilize the entire lot for the demolition upon request and may be discussed upon award of contract
B. The specifications do not require that the traffic control plan be stamped by a Professional Engineer. They require compliance with OMUTCD and approval by the project Engineer.

C. This can be addressed with the Village after the award. There are several alternative routes to bypass the Village that may be coordinated in advance.

Q15. What type of requirements are there to close down a portion of N. Adrian?

A15. A traffic control plan is required for any closure of N. Adrian. It must comply with the Ohio Manual of Uniform Traffic Control Devices and ODOT Item 614.

Q16. Can we use simple barricades or will we need to use type III?

A16. For any work that impacts N. Adrian, you must use proper barricades and signage per Section 015526. The specs call for "strong and suitable barriers and lights" to protect the public. Reference *Section 015526 - 1,* which requires the use of appropriate barricades, signs, lights, and flagmen per ODOT and OMUTCD requirements.

Q17. On the drawings we are able to see where the power lines come into the site from the west and north. We are not able to see if they continue on along the property line to the north of the tank. Do the power lines travel along the north boundary of the city property?

A17. The survey shows the best available data on overhead electric that was available. Various pictures and a video of site conditions have been added "site photos.zip". *Section 011419:* The Contractor shall visit the site and become familiar with the existing conditions and the nature and extent of the work to be performed.

Q18. Are the neighbors aware that the project is in the works?

A18. Yes, the nearby residents are aware that this project is happening. Being a publicly funded project (WSRLA loan, OPWC, CDBG grants), it has gone through public advertisement and local approval processes. The Advertisement for Bids was publicly posted, and Village Council has discussed the water tower replacement in open meetings (required for accepting grant funds and loans). In fact, as part of the CDBG funding process, the Village would have held a public hearing about the project scope and funding. So, the community has been informed that a new water tower will be built and the old one removed.

BID DOCUMENTS

Add the enclosed Nelson Tank Engineering & Consulting, Inc. Maintenance Inspection Report dated October 21, 2019.

Add the Lyons Tank Site Photos. Photos and Video are in a folder that has been posted to the Verdantas, LLC Plan Room located at https://bids.verdantas.com

SPECIFICATIONS

Replace Section 014126 General Regulations & Permits with the enclosed Section 014126 General Regulations & Permits (Rev. 10/21/25).

Replace Section 024116 – Structure Demolition with the enclosed Section 024116 – Structure Demolition (Rev. 10/21/27).

BM/AF:mep

Enclosures

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NTEC
Nelson Tank Engineering
& Consulting, Inc.

VILLAGE OF LYONS, OH
MAINTENANCE INSPECTION
100,000 GALLON
ELEVATED TANK

DATE: October 21, 2019

Phone: 517-321-1692 • Fax: 517-321-4405 • E-Mail: keith@nelsontank.com

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SUMMARY

Pittsburgh DesMoines constructed the tank in 1948. The tank is a double ellipse design constructed with a height to low water line of approximately 100 feet. It is supported by four columns and a central riser of welded construction. The internal water-containing structure is not equipped with a cathodic protection system; however, does contain a GridBee powered mixer and a powered roof vent.

The tank has been damaged by aggressive internal corrosion. The wet interior coating is an epoxy coating system that is in fair condition, over 99 percent intact. The converted dry riser is coated with a wax system that is in poor condition, less than 30 percent intact. The exterior coating appears to be a latex over an aluminum alkyd system that has failed, 98 percent intact. The exterior coating system contains high levels of lead in the primer coat.

The tank requires extensive rehabilitation to ensure the structural integrity is maintained and the appurtenances are in working order. In addition, the interior and exterior coatings require removal and replacement. Lead abatement will be encountered during replacement of the interior and exterior coatings. The OSHA 1926.62 rule provides requirements for worker exposure and protection when working with lead bearing coatings. Waste generated by the removal of the paint may be considered hazardous.

NTEC recommends a survey of the water distribution system. The survey should focus on the system demand, required flow and reserve capacity required for fire protection. A civil engineering design consultant provides these services. The survey would determine the optimum storage capacity for the current and future demand. It is possible that the existing tank may be considered obsolete due to its size, height or location within the distribution network. In this case, the consultant would provide recommendations for sizing of the tank and distribution system modifications.

The study will evaluate the cost to repair the existing structure versus replacement. We have provided the cost for tank repair in the first schedule. The cost for replacement for a comparable tank size is provided in the second schedule. This is a cost estimate for tank replacement only and does not contain cost estimates for other improvements that would be associated with construction of a new water storage tank.

Maintenance costs:

Item	Recommended Repair	Estimated Cost
1	Abrasive blast clean and paint exterior with containment	$288,000
2	Abrasive blast clean and paint wet interior	$ 62,000
3	Replace riser to original manufacturer design	$135,000
4	Pit welding along bowl and sidewall, remove obsolete piping	$ 18,000
5	Install a roof to bowl ladder in wet interior	$ 10,000
6	Install additional ladder rung between upper and lower column ladder sections	$ 1,000
	TOTAL	$514,000

Replacement costs:

Item	Recommended Repair	Estimated Cost
1	100,000 Gallon Elevated Tank	$700,000

INTRODUCTION

Nelson Tank Engineering & Consulting, Inc. (NTEC) conducted a maintenance inspection on the 100,000-gallon elevated storage tank owned by Village of Lyons, OH. The inspection consisted of an evaluation of the condition of the tank and appurtenances, a review of the coatings' condition and an evaluation of potential environmental, health and safety concerns. Ray Otberg, lead technician, along with Steve Kwart and Wendy Court, field technicians, completed the inspection on October 1, 2019. Tanya Lumbrezer, Village Administrator, scheduled the inspection. The Village provided personnel for assistance to expedite the inspection.

The tank was drained prior to the inspector's arrival. NTEC provided the pump and sprayer to perform the cleaning of interior surfaces and removal of sediments. Upon completion of the inspection, the tank was chlorinated per AWWA C652-92 method # 2 using calcium hypochlorite. Bacteriological sampling and testing were performed by the Owner.

The inspection consists primarily of a visual observation of the condition of the tank, appurtenances, coatings and exposed foundations. The inspection was conducted in accordance with a combination of AWWA D101 methods and procedures developed by NTEC. Coatings are reviewed for percent intact based upon Steel Structures Painting Council (SSPC) visual standards. Coatings are reviewed for signs of failure that include, but are not limited to lifting, delaminating, cracking and blistering. Defects, such as overspray, runs and sags, are discussed when they are determined remarkable.

The tank and appurtenances are reviewed for visual signs of corrosion or structural damage. Corrosion damage is evaluated by visual observations and by using depth gauges or calipers wherever possible. Ultrasonic testing is only used in instances where the original plate thickness cannot be established. Estimates of internal pitting are prepared for each of the individual locations (i.e. roof, sidewall, bowl and riser) by selecting a representative area within each location. The estimate for total pitting within each location is then extrapolated from the representative area.

Environmental testing is performed on coatings only when uncertainty exists. Testing, therefore, is not performed on epoxy or polyurethane coating systems. Samples are analyzed to determine the presence of metals (lead, chromium and cadmium) in the coating system. Samples are collected by removing coating from the steel substrate. The reliability of the results is highly dependent upon sampling techniques. Variations in accuracy may be caused by difficulties in removing all the primer, multiple coating systems and variations in dry film thickness.

Estimates of probable costs are provided within the recommendations and summary of this report for the construction year reported. Probable costs are based upon the competitive bidding prices for construction costs only and do not include engineering

costs. Construction costs are evaluated for prices received in the past year for similar work plus inflation for one year.

Estimates consider the method of surface preparation, applied coatings, surface area, complexity and location of the structure and environmental compliance requirements. Estimates do not consider variations imposed by market factors, revisions in the scope of work, work performed with restricted schedules or projects scheduled in low temperature seasons.

EVALUATION

WET INTERIOR

The tank is lined with an epoxy system. It is in fair condition with intermittent signs of deterioration. The coating appears to have fair adhesion with intermittent signs of lifting and delamination. The following is a description of the classifications of the remaining intact coating along with notable defects or the presence of corrosion.

The coating remains 99.99 percent intact along the roof. Coating deterioration is occurring on the lap seams; however, adjacent plate surfaces have fully intact coating. Coating deterioration has occurred from welding of external plates and appurtenances. Coating deterioration is, also, occurring along the vent opening and couplings through the roof shell. Holidays (pinholes) exist in these locations.

The epoxy coating remains 99 percent intact along the sidewall. Coating breaks are apparent, especially along the column connections. Coating breaks are, also, apparent where the sidewall/bowl ladder rungs were removed. The epoxy coating remains 99.9 percent intact along the bowl. Several holidays (pinholes) exist intermittently.

The tank's interior steel plating is in poor condition. Active corrosion has resulted where the coating system deteriorated. Damage from active corrosion has been minimal; however, inactive corrosion has been severe. The vast majority of corrosion has occurred prior to the last painting.

Pitting has occurred in concentrated patterns below the water line. For individual pit estimates refer to the field inspection report form. The pitting was observed along the sidewall and bowl. Pitting is widespread and of varying depths, estimated in excess of 42,000. Pit welding has been conducted on the deeper pits to correct this condition. The vast majority of pit welding was completed in the lower bowl. Approximately 1300 of the remaining pits exceed one half the steel plate thickness (normally repaired) along the sidewall and bowl. It is presumed that similar concentrated pitting had occurred in the riser. This would explain the conversion to a dry riser. Conversion to a dry riser was more cost efficient than replacing the entire riser.

Surface and scale corrosion has developed along the exposed surface above the water line. The scale corrosion has manifested itself along areas of the external patch plates, vent opening and hatch. The scale is relatively minor and has had no significant impact.

The tank included a Gridbee mixer suspended by a chain. This equipment is used to mix the water to alleviate stratification issues. The roof contains a powered vent which is normally associated with THM removal.

The tank does not contain a ladder for access from the roof down to the bowl. Ladder rungs were located from the sidewall hatch; however, have been partially ripped free due to icing.

DRY INTERIOR

The original wet riser has been converted to a dry riser that includes an access doorway and an insulated fill pipe. The riser includes a ladder for access. Due to the proximity of the fill pipe, the ladder is not useable. The surfaces of the riser have not been painted, likely due to inaccessibility. The riser surfaces appear to have remnants of a wax system prior to the conversion. The surfaces, also, have surface and light scale apparent. We assume that pitting would be encountered in the upper regions of the riser. Scale corrosion has attacked the riser base plate. A weep hole was cut in the lower section, apparently, to allow condensation to drain.

The bottom of the ladder is visible from the access door. The ladder is warped as it ascends. The ladder has narrow rails and no fall prevention device.

The base of the riser has the original compression manway. An access door has been cut in the riser. No stiffeners were added to the door frame. The riser is considered a structural component supporting the weight of the tank and live loads.

The riser includes a fill pipe with insulation. The insulation appears to be intact but the condition of the pipe is unknown. A ball valve is located in the lower riser. Urethane foam insulation has been sprayed around it within a metal panel box. Aggressive scale corrosion has occurred on the panel frame for the drain valve. Without access, we were unable to determine if the fill line contained an expansion joint.

EXTERIOR

The tank's exterior is coated with a multiple overcoat system that is in poor condition. The topcoat appears to be a latex or acrylic applied over an aluminum alkyd system. Several defects were observed in varying locations. The following is a description of the classifications of the remaining intact coating along with notable defects or the presence of corrosion.

The coating remains over 90 percent intact along the riser and 95 percent on the columns and struts. Coating failures included cracking, delamination and lifting down to the substrate. Surface corrosion has formed where the steel has been exposed.

The latex coating remains between 90 and 95 percent intact along the bowl, sidewalls and roof. Similar coating failures were observed as on the lower tank. Foreign materials were observed embedded in the coating along the bowl. Surface corrosion had

developed where the steel substrate was exposed. Mill scale was observed along the bowl, sidewall and roof.

The coating's adhesion was tested using a crosshatch adhesion method. This is a modified version of the ASTM D3359 and as a result does not replicate the same results as the ASTM. This modified test method is used by NTEC to determine the coating's overall adhesion and cohesion. NTEC uses this method for evaluation of coating systems for repair. When results indicate good adhesion, coatings may be top coated with compatible coating systems. Similarly, results indicating poor adhesion should not be top coated. The test, although important, is only one of the variables used to assess the coating's ability to be top coated. Other variables include, but are not limited to, the generic type of coating, the age of the coating, number of coats, percent intact, presence of defects or failure and dry film thickness.

The method consists of cutting a lattice pattern in the painted surface using a guide. Pressure sensitive tape is applied to the scribed area and then removed. The remaining pattern is evaluated by comparison with descriptions and illustrations. The illustrations are classified ranging from 0B to 5B. 0B represents greater than 65% removal of the coating and 5B represents fully intact coating.

Tests were performed on tank's exterior surfaces. The following represents the classifications observed:

1. Roof 0B
2. Sidewalls 0B
3. Columns 0B
4. Riser 0B

A coating sample was collected from the roof and northeast column; analyzed for total lead, chromium and cadmium (EPA 600/R-93/200M). The sample was tested by Corrosion Control Consultants & Labs located in Kentwood, MI. The test results determined a lead level of 17 percent, a chromium level of 0.18 percent and below detectable readings for cadmium.

The tank is supported by four wide flange columns and the central riser. Sway rods, positioned diagonally between the column bays, are tension members designed to resist lateral loads from either wind or earthquakes. The rods and turnbuckles were inspected for corrosion damage and proper tension. The rods and pinned ends have minor surface and scale corrosion forming. The rods in all three bays are of adequate tension.

The appurtenances include ladders, overflow pipe, vent, balcony and hatches. The ladders are located along the column, sidewall and roof. The ladder along the column is fixed. The sidewall and roof ladders have been converted from revolving to fixed by the addition of welded braces. The ladders are in fair condition with minor corrosion

damage observed. A cable-type fall prevention system is attached to each section. The fall prevention system is in good condition.

The overflow pipe and support bracing are in good condition. The overflow pipe consists of both steel and PVC materials. It appears to have been replaced with some of the obsolete internal piping remaining. There was no evidence of significant external corrosion. The base of the overflow pipe has a screen to prevent contamination. The screen remains intact and in good condition.

The vent is an aluminum frost free design located at the center of the roof. The vent is in good condition. There was no evidence of significant internal or external corrosion. The screen and relief pallet remain intact and in good condition. A powered roof vent is located adjacent to the ladder near the center of the roof.

The tank contains two hatches: one along the sidewall and one on the roof. The hatches are in good condition with only minor corrosion observed.

Patch plates have been welded to the roof just outside the cap sheet. They are presumed to cover obsolete vent pipe openings. Couplings with grab bars have been welded just outside the patch plates. These were likely installed for interior rigging of safety lines.

The exposed concrete column and riser footings were visually inspected for deterioration, undermining and root encroachment. The footings are in fair to good condition with minor signs of deterioration. Small surface cracks have developed on the column and riser footings. Some spalling was observed on the resurfaced areas of the riser footing.

RECOMMENDATIONS

WET INTERIOR

NTEC recommends removal of the existing coating by abrasive blast cleaning to a near white grade and application of a three coat epoxy system. The epoxy paint system has been used extensively for interior lining of potable water storage tanks for over thirty years. It still remains a cost effective material for protecting steel surfaces of potable water storage tanks. The coating offers a combination of good adhesion, abrasion resistance and relatively low cost. Not all epoxy systems may be used in potable water storage tanks. Epoxy coating systems require certification from the National Sanitation Foundation (NSF) prior to their use in potable service applications. Some epoxy systems incorporate the use of a zinc primer either in epoxy or urethane formulations.

Epoxy coatings, normally, require a minimum substrate surface temperature of fifty degrees unless accelerated. Accelerated versions will allow application at surface

temperatures down to thirty-five degrees or less. The abrasive blast cleaning will create a spent material waste that requires testing prior to disposal. TCLP tests are performed to determine whether the spent abrasive is hazardous or non-hazardous. The landfill determines the number and type of contaminants to be tested (normally eight metals). In most cases, the test determines the waste nonhazardous. The estimated cost for painting is $68,000.

NTEC recommends welding the pits along the sidewall and bowl which exceed one half the steel plate thickness. The purpose of the repair is to prevent leaks from occurring at the most susceptible areas. Because of the concentrated nature of the corrosion, only replacement of the steel plates will return the structure to its original design strength. We, therefore, do not recommend welding all pits because it is not cost effective. The estimated cost to pit weld 1300 pits is $13,000.

We recommend removal of the obsolete pipe vents at the roof and the obsolete overflow pipe section. The estimated cost is $5,000. We recommend installing a ladder from the roof hatch down to the bowl. The rungs for the sidewall ladder should be removed. The estimated cost is $10,000, which includes fall prevention.

NTEC recommends evaluation of the effectiveness of the current mixing system. Typical tank configurations allow for water to stratify by temperature leaving pockets of stagnant water near the upper surface. This condition is magnified in tanks with a common inlet/outlet pipe. Fresh cooler water enters at the bottom of tank with warmer water moving upward near the top surface. The cooler water remains near the outlet and is the first to drain. After several cycles of filling and draining, a pocket or layer of stagnant water remains within the tank. Studies have shown that with this temperature gradient, chlorine residuals will drop out of the higher temperature stagnant areas. This condition is more prevalent in the summer months where water warms within the tank. The mixing system will not change water quality issues directly related to the source of water.

If THM removal is the goal, aeration is used along with a powered vent. The system would include a pump pulling water up to a surface floating mechanism that forces the water through spray nozzles. This system requires the addition of a powered vent to remove aerated THM's to the atmosphere. The current system does not include an aerator, just a bottom mixer.

DRY INTERIOR

We recommend replacement of the entire riser, converting it back to its original design. The cutting of the access door has compromised the riser's bearing capacity. Secondly, the dry interior requires repainting to prevent further corrosion from occurring. The lack of access poses a problem and is likely why it was not painted during the conversion. The estimated cost for riser replacement, including painting, is $135,000.

EXTERIOR

NTEC recommends removal of the existing coating by abrasive blast cleaning to a commercial grade and application of a three-coat polyurethane system. The existing coating, generally, has poor adhesion and provides an unsuitable substrate for painting. Therefore, painting over the existing paint is not recommended due to imminent adhesion failure. Polyurethane coatings have been used extensively over the past twenty-five years in the industrial markets. The polyurethane coating provides excellent long term performance with a high gloss finish.

The coating contains lead levels that are considered high in the industrial market. An industrial coating is normally considered lead based when the total lead level is at or exceeds .1 %. The State regulatory agency (EPA, DNR) sets the level, however, not all states have made this distinction for lead based paints nor have all promulgated rules or specific guidelines for lead abatement. Federal rules for generation, handling, treatment and disposal of hazardous materials apply where no state laws exist. Measures include air monitoring, shower facilities, ventilation and other administrative and engineering controls.

The presence of lead in the paint film affects not only the cost in painting but also the methods used. With implementation of OSHA Lead in Construction, CFR 1926.62 painting practices have changed dramatically. The regulation covers all methods of painting, including repairs to substrates containing lead based paint. Whether the surface preparation is abrasive blast cleaning or hand tool cleaning, all operations fall within the scope of the Lead in Construction Standard. The standard involves administrative and engineering controls to minimize lead exposure to workers. Engineering controls consist of specified cleaning methods, ventilation, dust collection and hygiene facilities. Administrative controls are means of limiting exposure by shifting employee responsibilities or reducing the exposure times using the eight hour time weighted average.

The standard also requires monitoring all workers' exposure levels by personal air monitors and routine blood testing. The Contractor is required to monitor the blood lead levels of all employees on the job site and remove any individual whose blood lead level reaches 50 µg/dl. Clearly, these measures have had a significant impact on both project cost and length.

We recommend the use of containment shields during the abrasive blast cleaning operations. The shields are secured to the tank by temporary braces at the roof and cables secured to the perimeter by anchors set in the ground. The shields prevent the escape of spent abrasive to adjoining property. Tarping alone does not prevent the escape of dust or the smallest of particulate matter. The use of ventilation and dust collectors must be incorporated to prevent the escape of the smallest particles.

The installation of footings for the containment cable is required. Notification for the location of underground utilities must be performed. Overhead power lines, phone lines and attached cellular antenna must be temporarily moved to allow the operation of the containment system.

The surface preparation will generate a waste consisting of spent abrasive and paint. The waste requires testing prior to final disposal. The TCLP test is utilized to determine the leachability of metals in the sample. Normally, eight metals are tested within the sample, although, lead and chrome may be the only suspected contaminants. The individual landfill determines the testing parameters based upon the waste characterization. The testing will determine the location of disposal. In most cases, the waste is determined nonhazardous and is disposed in a Class II Landfill (nonhazardous). If the waste is determined hazardous, several specific steps must be taken during the collection, storage, transport and final treatment. The estimated cost for painting is $288,000. The application of lettering or logos would be additional, depending on size and complexity.

We recommend installation of a rung to the ladder column where the spacing is incorrect. The estimated cost is $1,000.

FIELD REPORT FORM

I. GENERAL

OWNER:	Village of Lyons	DATE:	October 1, 2019
ADDRESS:	41.699935, -84.070080	HEIGHT:	≈ 100' LWL
TANK SIZE:	100,000 gallon	CONSTRUCTION:	Welded
TANK DESIGN:	Double ellipse	LETTERING:	LYONS (x2)
MANUFACTURE:	PDM	LOGO:	American Flag (x2)
ERECTION DATE:	1948	COLOR:	White
LEAD INSP:	Ray Otberg	ASST INSP:	Steve Kwart & Wendy Court

II. CONTROLS

CONTROL LOCATION:	Between southern columns	BRAND:	Locked
TELEMETERED:	No	RADIO TRANS:	Yes
HEATED:	--	INSULATED:	--
CATHODIC PROTECTION:	No	MANUFACTURE:	--
RECTIFIER (MAN, AUTO):	--	OPERATIONAL:	--
ANODE DESIGN:	--	CONFIGURATION:	--
ANY DAMAGE:	--	DESCRIBE:	--

III. FOUNDATION

CONDITION OF CONCRETE:	Fair to good
ANY APPARENT SETTLEMENT:	No
SOIL EROSION OR LACK OF COVER:	No
CRACKS:	Minor surface
DELAMINATION:	Yes, resurfaced areas of riser foundation
SPALLING:	Small on riser foundation
AGGREGATE EXPOSED:	Erosion of fines
CONDITION OF GROUT:	N/A
CONDITION OF BASE PLATES:	Good
CONDITION OF ANCHOR BOLTS:	Some scale corrosion on a column anchor bolts
SHRUBS ENCROACHING:	No

IV. EXISTING COATING HISTORY

SURFACE	DATE	PAINT SYSTEM	MANUFACTURER	CONTRACTOR
WET INTERIOR:	Unknown	Epoxy	Unknown	Unknown
DRY INTERIOR:	Unknown	Wax residue	Unknown	Unknown
EXTERIOR:	Unknown	Latex/Aluminum Alkyd	Unknown	Unknown

V. EXTERIOR CONDITIONS

A. RISER

NUMBER OF SECTIONS:	16.5
GENERAL CONDITION OF COATING:	Poor
PERCENT TOPCOAT INTACT:	90
PERCENT INTERMEDIATE/ PRIMER INTACT:	98
ADHESION TEST:	0b
COMMENTS:	Multiple coat delamination with several coating failures to the substrate.

B. COLUMNS

DESIGN:	Channel
NUMBER OF COLUMNS:	4
GENERAL CONDITION OF COATING:	Poor
PERCENT TOPCOAT INTACT:	95
PERCENT INTERMEDIATE/PRIMER INTACT:	98
ADHESION TEST:	0B
COMMENTS:	Multiple coat delamination with several coating failures to the substrate.

C. STRUTS

DESIGN:	Channel
CONDITION OF CONNECTIONS:	Good
GENERAL CONDITION OF COATING:	Poor
PERCENT TOPCOAT INTACT:	95
PERCENT INTERMEDIATE/PRIMER INTACT :	98
COMMENTS:	Multiple coat delamination with several coating failures to the substrate.

D. SWAY RODS

CONDITION OF PINS:	Good
PERCENT STEEL LOSS:	<1

SWAY ROD LOCATION (CLOCKWISE FROM LADDER)																
BAY	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
1 (TOP)	T	T	T	T	T	T	T	T								
2	T	T	T	T	T	T	T	T								
3	T	T	T	T	T	T	T	T								

E. BOWL

DESIGN:	Ellipse
NUMBER OF SECTIONS:	18
GENERAL CONDITION OF COATING:	Poor
PERCENT TOPCOAT INTACT:	95
PERCENT INTERMEDIATE/PRIMER INTACT:	98
COMMENTS:	Multiple coat delamination with several coating failures to the substrate. Mill scale is present where steel is exposed.

F. SIDEWALLS

NUMBER OF SHELL SECTIONS:	1
GENERAL CONDITION OF COATING:	Poor
PERCENT TOPCOAT INTACT:	90
PERCENT INTERMEDIATE/PRIMER INTACT:	95
ADHESION TEST:	0B
COMMENTS:	Multiple coat delamination with several coating failures to the substrate. Mill scale is present where steel is exposed.

G. SIDEWALL BALCONY

CONDITION OF CONNECTIONS:	Good
GENERAL CONDITION OF COATING:	Poor
PERCENT TOPCOAT INTACT:	85
PERCENT INTERMEDIATE/PRIMER INTACT:	90
CORROSION PRESENT:	Yes
DEGREE OF CORROSION:	Moderate

ACCUMULATED DEBRIS:	No
HEIGHT:	36"

H. ROOF

DESIGN:	Ellipse
GENERAL CONDITION OF COATING:	Poor
PERCENT TOPCOAT INTACT:	95
PERCENT INTERMEDIATE/PRIMER INTACT:	98
ADHESION TEST:	0B
COMMENTS:	Multiple coat delamination with several coating failures to the substrate. Mill scale is present where steel is exposed.

I. ACCESSORIES

LADDER CONDITION:	Fair	FALL PREVENTION:	Cable
CAGED:	No	IF YES, WHERE:	--
SHELL LADDER FIXED:	Yes, converted	ROOF LADDER FIXED:	Yes, converted
OVERFLOW PIPE SIZE:	4"	CONDITION:	Fair- steel/PVC combination
SCREENED:	Yes	CONDITION:	Good
STUB:	No	GROUND LEVEL:	Yes
SHELL MANWAY SIZE	30"	GASKET CONDITION:	Unknown
RISER MANWAY SIZE:	18" diameter ≈ 3' x 5' door	GASKET CONDITION:	Unknown None
MUD VALVE:	No	SIZE:	--
CONDITION OF VENT:	Good	DESIGN:	Frost free umbrella
SCREENED:	Yes	CONDITION:	Good
CATHODIC CAPS:	No	MISSING OR SLIPPED:	--
ROOF HATCH SIZE:	24"	CONDITION:	Good
AVIATION LIGHTS:	No	CONDITION:	--
OBSTRUCTIONS:	Powered vent on roof, siren on strut	ANTENNAE:	Several on balcony and struts

VI. INTERIOR CONDITIONS

A. DRY INTERIOR

1. RISER

GENERAL CONDITION OF COATING:	Poor
PERCENT TOPCOAT INTACT:	30
PERCENT INTERMEDIATE/PRIMER INTACT:	30
COMMENTS:	Riser was converted from a wet riser to a dry riser during the last rehabilitation project 15 to 20 years ago. Remnants of wax coating remains on bare substrate. Riser does contain a warped ladder; however, it cannot be accessed due to the close proximity of the fill pipe. Only the bottom 3 sections of the riser could be viewed.
FILL PIPE DIAMETER:	≈ 8"
INSULATION TYPE:	Styrofoam
CONDITION:	Fair
FROST JACKET:	No
EXPANSION JOINT:	Unknown
DESIGN AND CONDITION:	--
LADDER CONDITION:	Unknown
CAGED:	No
FALL PREVENTION DEVICE:	None
CONDENSATE DRAIN CONDITION:	No
PIPE SUPPORTS CONDITION:	Unknown
LIGHTING CONDITION:	None

B. WET INTERIOR

1. BOWL

GENERAL CONDITION OF COATING:		Fair	
PERCENT TOPCOAT INTACT:		99.9	
PERCENT INTERMEDIATE/PRIMER INTACT:		99.9	
ACTIVE CORROSION:	Yes	TYPE:	Starter pits
CONCENTRATION:	Weld seams, old pits and broken ladder rungs	INACTIVE CORROSION:	Yes

DEEPEST PIT:	1/8"	AVG PIT DEPTH:	1/16"
PIT ESTIMATE:	35,000+	WELDING ESTIMATE:	500
PRIOR PIT WELDS:	Yes, several	# TO GRIND:	--
STRAY WELDS:	Yes	LINEAL ESTIMATE:	--
FILL PIPE DIAMETER:	≈8"	DRAIN DIAMETER:	--
ADDTNL PIPING:	No	CONDITION:	--
MIXING SYSTEM:	GridBee	CONDITION:	Appears to be working
COMMENTS:	Sidewall to balcony ladder rungs have broken off. Old pit welds are not ground flush.		

2. SIDEWALL

GENERAL CONDITION OF COATING:		Fair	
PERCENT TOPCOAT INTACT:		99	
PERCENT INTERMEDIATE/PRIMER INTACT:		99	
ACTIVE CORROSION:	Yes	TYPE:	Scale and starter pits
CONCENTRATION:	Old pits, column connections, stiffener and broken ladder rungs	INACTIVE CORROSION:	Yes
DEEPEST PIT:	1/8"	AVG PIT DEPTH:	1/16"
PIT ESTIMATE:	7000+	WELDING ESTIMATE:	800
PRIOR PIT WELDS:	Yes	# TO GRIND:	--
STRAY WELDS:	Yes	LINEAL ESTIMATE:	
PAINTER'S RAIL:	No	STIFFENER:	Yes
ANY LADDER:	Yes	CONDITION:	Rungs broke off
COMMENTS:	Old pit welds are not ground flush.		

3. ROOF

GENERAL CONDITION OF COATING:		Good	
PERCENT TOPCOAT INTACT:		99.99	
PERCENT INTERMEDIATE/PRIMER INTACT:		99.99	
ACTIVE CORROSION:	Yes	TYPE:	Scale
CONCENTRATION:	Burnt sections, hatch, vent, old overflow brackets	INACTIVE CORROSION:	No
DEEPEST PIT:	--	AVG PIT DEPTH:	--
PIT ESTIMATE:	0	WELDING ESTIMATE:	--

ROOF BEAMS:	No	DESIGN:	--
NUMBER:	--	CONDITION:	--
CORROSION TYPE:	--	EST. PERCENT LOSS:	--
BOLTS:	--	CONDITION:	--
COMMENTS:	Original overflow pipe remains.		

Note: Percentage of intact coating is based upon visual observation of actual paint remaining in comparison to SSPC-Guide Visual Standard No. 2, Figure 1. It does not indicate the coating has good adhesion, is free from defects or is failing. Any surface preparation estimates should consider these variables.

VII. RECOMMENDATIONS

REPAIRS:	Pit weld in bowl and sidewall, install new ladder and remove damaged sidewall hatch rungs, remove obsolete internal piping, replace riser, install rung on upper column ladder transition area.

PAINTING:	Abrasive blast clean and repaint interior, abrasive blast clean and repaint exterior with containment (lead abatement).

MISC:	Evaluate effectiveness of mixing system if THM removal is the goal.

CROSS HATCH TEST FIGURE

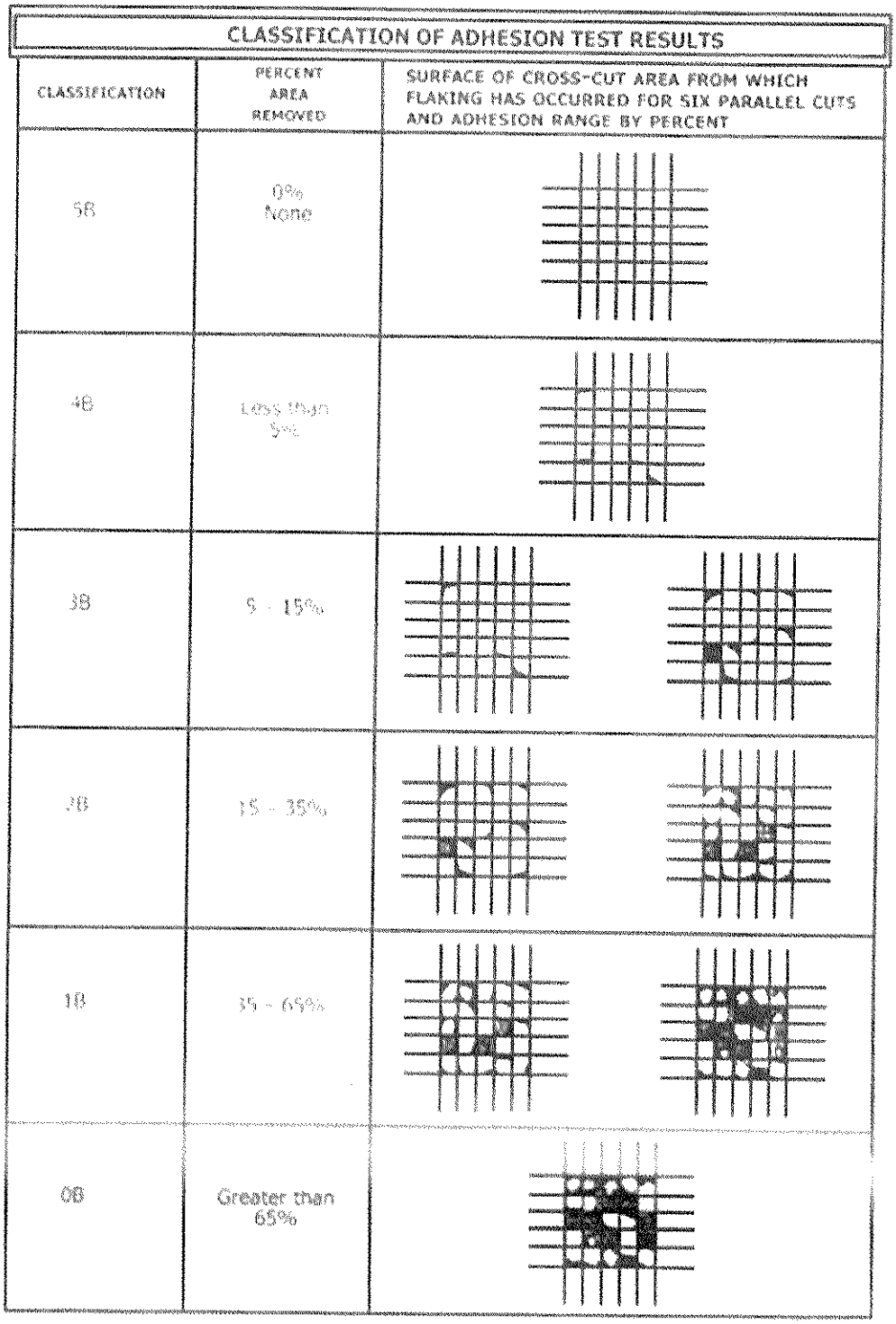
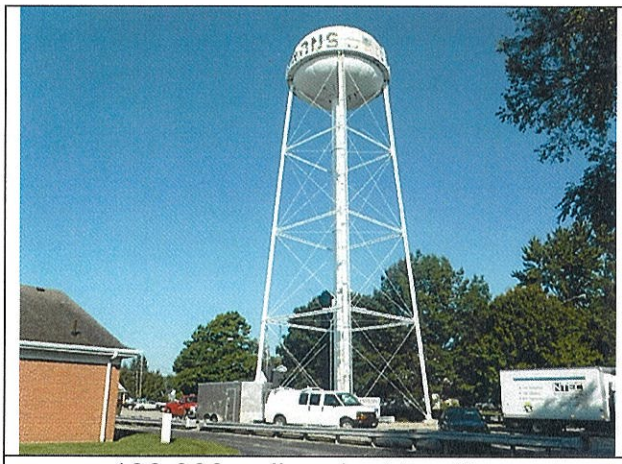
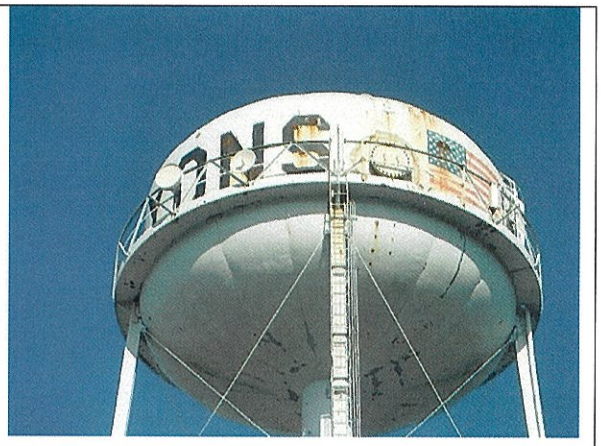


FIG. 1 Classification of Adhesion Test Results

PHOTOGRAPHS



100,000 gallon double ellipse



Upper tank



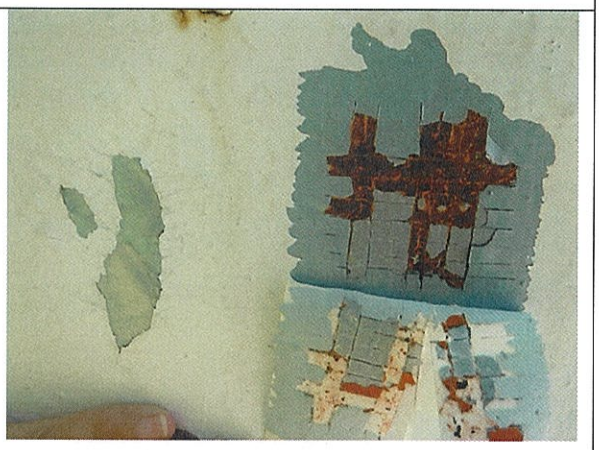
Screened overflow



Obsolete riser hatch



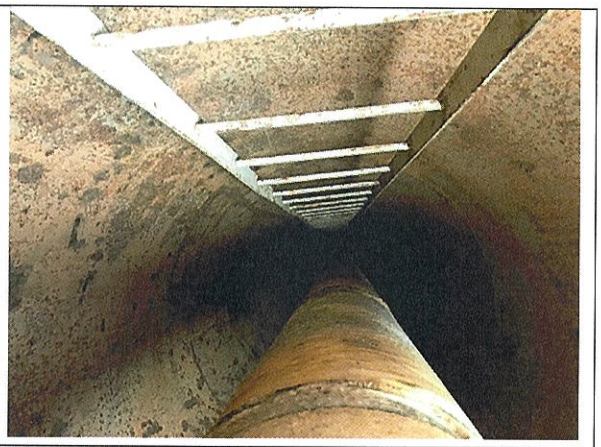
Coating failures on lower riser



Results of adhesion test



Internal riser pipe with drain valve. Heavy scale corrosion on box



Dry interior riser unpainted



Electrical service and control panel



Control panel



View showing columns struts and riser



Coating delaminating along bowl



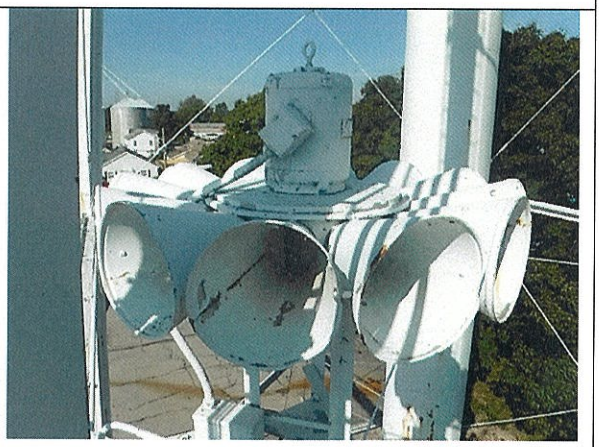
Spalling on riser footing corner



Column footing in good condition



Column footing in good condition



Siren located on the strut



Column ladder and fall prevention cable



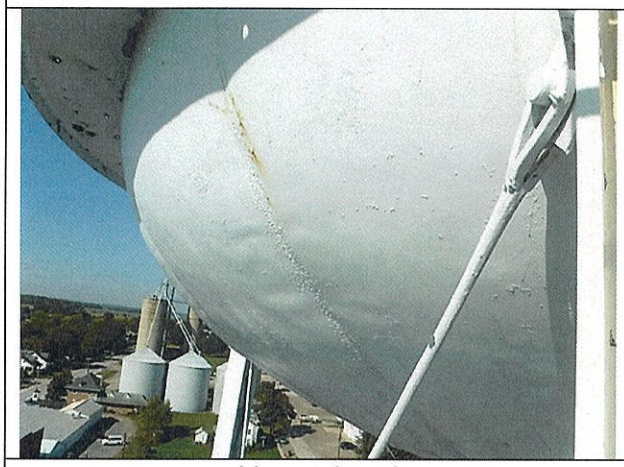
Surface corrosion along the struts



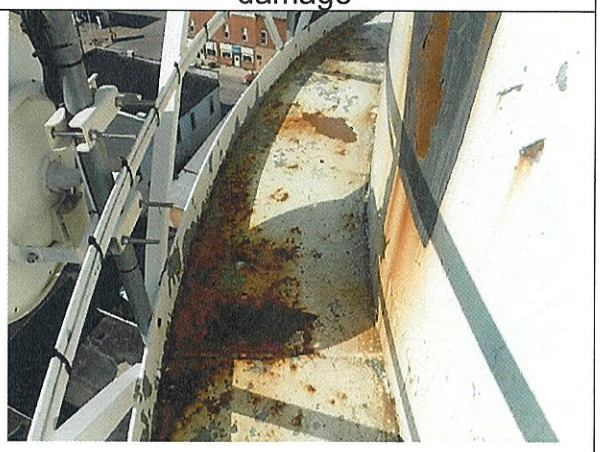
View showing struts and rods



Damaged coating from internal ladder damage



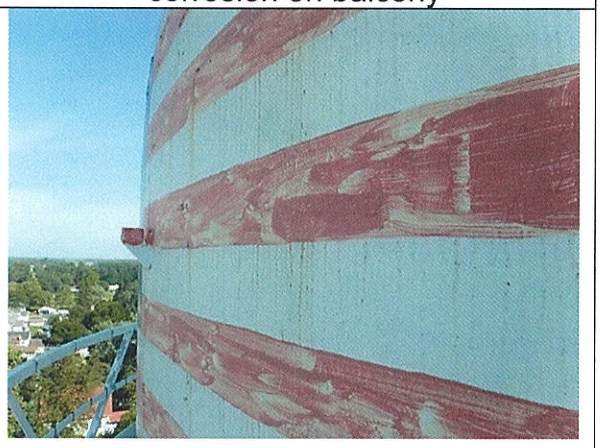
Upper bowl



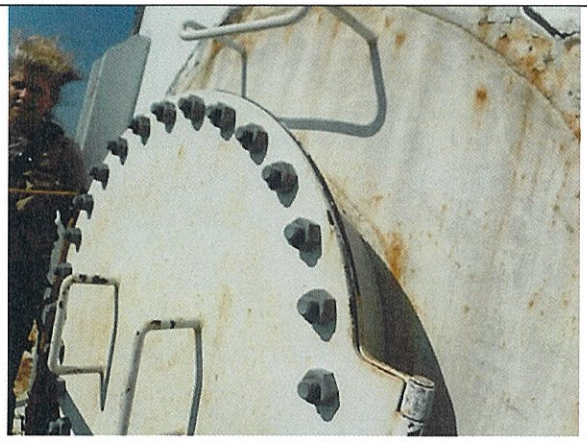
Coating deterioration and surface corrosion on balcony



Coating lifting on sidewalls - mill scale present



Upper sidewall



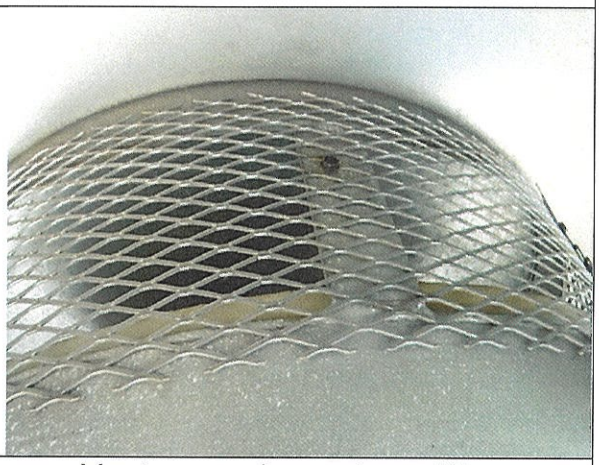
Sidewall compression manway



Electrical service panels on sidewall



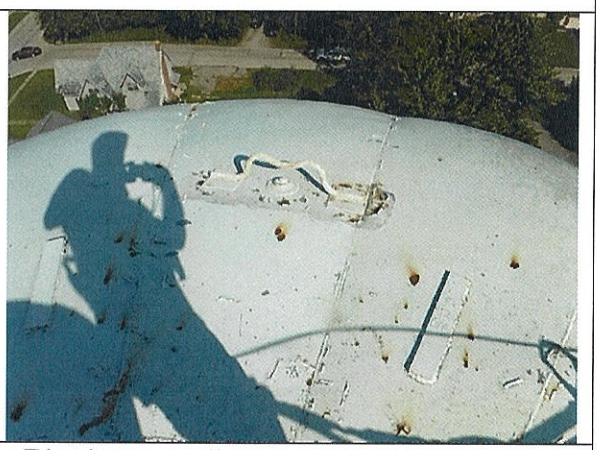
Frost-free vent



Vent screen in good condition



Powered air vent filter replaced



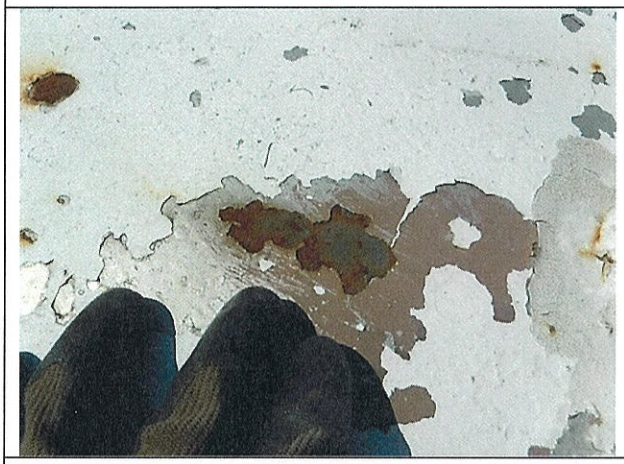
Rigging couplings and patch plates on roof



Roof ladder and overflow pipe



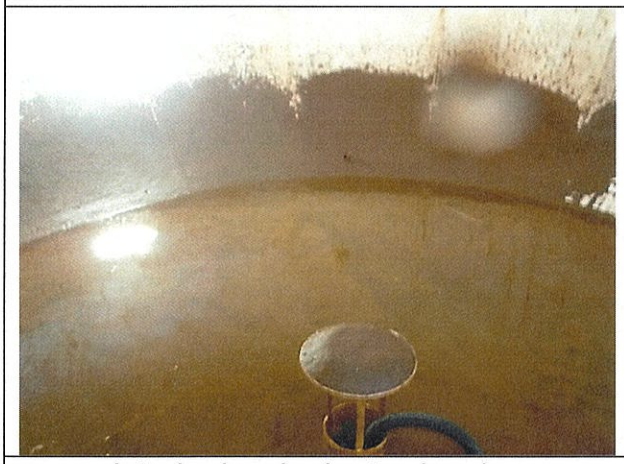
Roof hatch



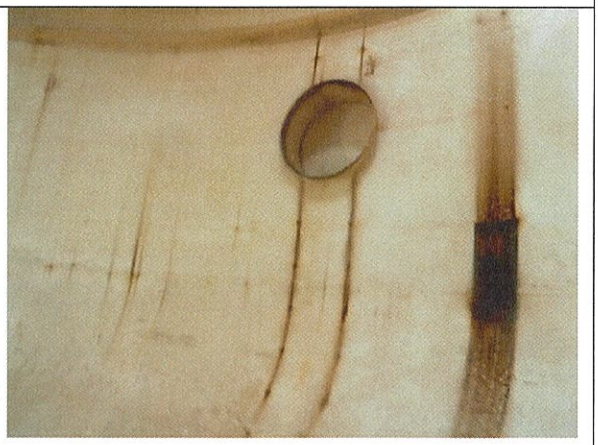
Coating lifting on the roof



Coating delaminating on the roof



Interior bowl prior to cleaning



Sidewall hatch with ladder rungs removed by ice; corrosion on column stiffeners



Broken ladder rungs



Lower bowl



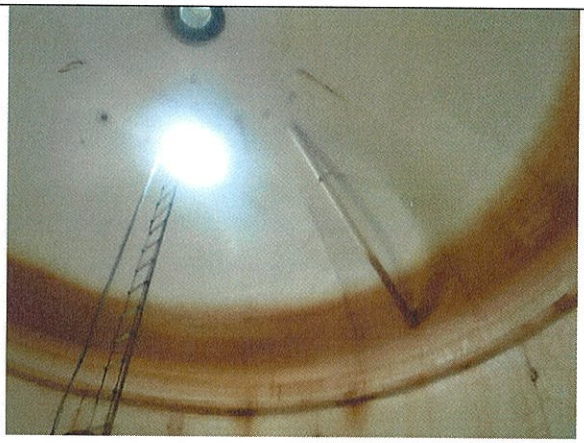
Epoxy coating on upper bowl and sidewalls



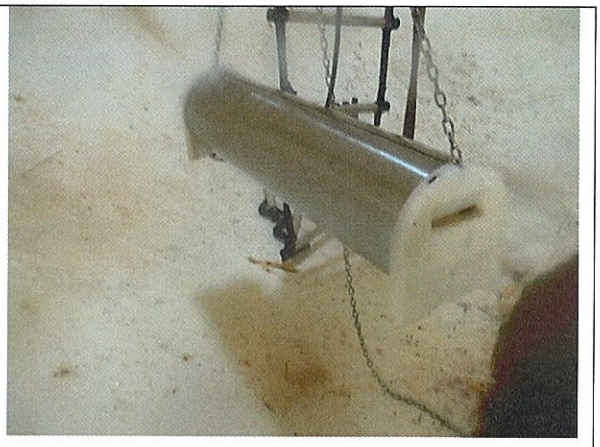
Pitting on column stiffener



Pitting along sidewalls



Obsolete internal overflow pipe

	
Concentrated pitting and pit welding along bowl	Gridbee mixer
	
Concentrated pitting and pit welding along bowl	Concentrated pitting and pit welding along bowl

ANALYTICAL LABORATORY REPORT

Monday, October 14, 2019

CUSTOMER: Nelson Tank Engineering & Consultants
16240 Nation Parkway
Lansing, MI 48906

DATE RECEIVED: Monday, October 7, 2019
PO/PROJECT #:
SUBMITTAL #: 2019-10-07-011

LAB NUMBER: AC88278

Sampled By: Ray Otberg
Job Location: Lyon, OH
Sample Identification: 1: Lyon, OH - Roof - Exterior

Date Sampled: 10/1/2019
Sample Description: Paint Chips

Preparation Method: EPA 3050B-P-M (Acid Digestion for Paints)
Analysis Method: EPA 6010C-M (ICP-AES Method for Determination of Metals)
Date Analyzed: Tuesday, October 8, 2019

ELEMENT	RESULT (by dry weight)	REPORTING LIMIT (RL)
Cadmium	**< RL**	0.00075 %
Chromium	**0.0051 %**	0.0013 %
Lead	**17 %**	0.0025 %

LAB NUMBER: AC88279

Sampled By: Ray Otberg
Job Location: Lyon, OH
Sample Identification: 2: Lyon, OH - NE Column

Date Sampled: 10/1/2019
Sample Description: Paint Chips

Preparation Method: EPA 3050B-P-M (Acid Digestion for Paints)
Analysis Method: EPA 6010C-M (ICP-AES Method for Determination of Metals)
Date Analyzed: Tuesday, October 8, 2019

ELEMENT	RESULT (by dry weight)	REPORTING LIMIT (RL)
Cadmium	**< RL**	0.00075 %
Chromium	**0.18 %**	0.0013 %
Lead	**17 %**	0.0025 %

GPI Laboratories, Inc. has obtained accreditation under the programs detailed on the final page of the laboratory report. The accreditations pertain only to the testing performed for the elements, and in accordance with the test methods, listed in the scope of accreditation table. Testing which is performed by GPI Laboratories, Inc. according to other test methods, or for elements which are not included in the table fall outside of the current scope of laboratory accreditation.

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ANALYTICAL LABORATORY REPORT

Monday, October 14, 2019

CUSTOMER: Nelson Tank Engineering & Consultants
16240 Nation Parkway
Lansing, MI 48906

DATE RECEIVED: Monday, October 7, 2019
PO/PROJECT #:
SUBMITTAL #: 2019-10-07-011

Unless otherwise noted, the condition of each sample was acceptable upon receipt, all laboratory quality control requirements were met, and sample results have not been adjusted based on field blank or other analytical blank results. Individual sample results relate only to the sample as received by the laboratory.

Digitally signed by Katie Root
Date: 2019.10.14 17:03:29 -04'00'

Tests Reviewed By: Katie Root, QA/QC Manager

Reporting Limit (RL): The lowest concentration of analyte in a sample that can be reported with a defined, reproducible level of certainty. This value is based on the lowest standard used for instrument calibration and must be at least twice the MDL.

GPI Laboratories, Inc. has obtained accreditation under the following programs:

- **National Lead Laboratory Accreditation Program (NLLAP)**
  - **AIHA-LAP:** Environmental Lead Laboratory Accreditation Program (ELLAP), Laboratory ID#101030 (www.aihaaccreditedlabs.org)
  - **A2LA:** American Association for Laboratory Accreditation (Certificate 5033.01) (www.a2la.org)
- **OH:** Ohio Department of Health Lead Poisoning Prevention Program, Approval #E10013 (www.odh.ohio.gov)
- **AIHA-LAP:** Industrial Hygiene Laboratory Accreditation Program (IHLAP), Laboratory ID#101030 (www.aihaaccreditedlabs.org)
- **National Environmental Laboratory Accreditation Program (NELAP)**
  - **NY:** State of New York Department of Health, Laboratory ID#11609 (Serial # 60508-60510,60512,60536) (518-485-5570)
  - **LA:** State of Louisiana Department of Environmental Quality, Laboratory ID#180321 (Certificate 05036) (www.deq.louisiana.gov)
  - **OK:** Oklahoma Department of Environmental Quality, Laboratory ID#9993 (Certificate 2019-057) (www.deq.state.ok.us)

Testing which is performed by GPI Laboratories, Inc. according to test methods, or for elements which are not included in the table below fall outside of the current scope of laboratory accreditation. Customers are encouraged to verify the current accreditation status with the individual accreditation programs by calling or visiting the appropriate website for the applicable program.

SCOPE OF ACCREDITATION

Air and Emissions

Element/Test	Method	Accreditation(s)
Suspended Particulates: PM10 / TSP	40 CFR 50 Appendix J / 40 CFR 50 Appendix B	NY, LA
Lead in Airborne Dust	40 CFR 50 Appendix G	A2LA, ELLAP, IHLAP, LA
Lead in Airborne Dust	NIOSH 7300	A2LA, ELLAP, OH, NY, LA
Metals in Airborne Dust	NIOSH 7300	A2LA, IHLAP

Solid Chemical Materials

Element/Test	Method	Accreditation(s)
TCLP	EPA 1311(Sample Preparation Method)	NY, LA, OK
Lead in Soil	EPA 3050B/ EPA 6010C	A2LA, ELLAP, OH, NY, LA, OK
Lead in Paint	EPA 3050B/ EPA 6010C	A2LA, ELLAP, OH, NY, LA
Lead in Paint	ASTM D 3335-85A/ EPA 6010C	NY
Lead in Dust Wipes	EPA 3050B/ EPA 6010C	A2LA, ELLAP, OH, NY, LA
Ignitability	EPA 1010A	NY
pH	EPA 9045D	NY

Non-Potable Water / Analysis by ICP

Element/Test	Method	Accreditation(s)
Arsenic	EPA 6010C/ EPA 200.7 Rev 4.4	NY, LA, OK
Barium	EPA 6010C/ EPA 200.7 Rev 4.4	NY, LA, OK
Cadmium	EPA 6010C/ EPA 200.7 Rev 4.4	NY, LA, OK
Chromium	EPA 6010C/ EPA 200.7 Rev 4.4	NY, LA, OK
Copper	EPA 6010C/ EPA 200.7 Rev 4.4	NY, LA, OK
Lead	EPA 6010C/ EPA 200.7 Rev 4.4	NY, LA, OK
Mercury	EPA 245.1 Rev.3/ EPA 7470A	NY, LA, OK
Nickel	EPA 6010C/ EPA 200.7 Rev 4.4	NY, LA, OK
Selenium	EPA 6010C/ EPA 200.7 Rev 4.4	NY, LA, OK
Silver	EPA 6010C/ EPA 200.7 Rev 4.4	NY, LA, OK
Zinc	EPA 6010C/ EPA 200.7 Rev 4.4	NY, LA, OK
Cobalt	----	----
Manganese	----	----
Acid Digestion	EPA 3010A	NY, LA

Solid Chemical Materials

Method	Accreditation(s)
EPA 6010C	NY, LA, OK
EPA 6010C	NY, LA, OK
EPA 6010C	NY, LA, OK
EPA 6010C	NY, LA, OK
EPA 6010C	NY, LA, OK
EPA 6010C	NY, LA, OK
EPA 7471B	NY, LA, OK
EPA 6010C	NY, LA, OK
EPA 6010C	NY, LA, OK
EPA 6010C	NY, LA, OK
EPA 6010C	NY, LA, OK
EPA 6010C	NY, LA, OK
EPA 6010C	NY, LA, OK
EPA 3050B	NY, LA

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SECTION 014126 - GENERAL REGULATIONS AND PERMITS

PART 1 - GENERAL

1.1 REGISTRATION

All Contractors and subcontractors shall be registered with the Building Department having jurisdiction. Contact the Building Department for additional registration information.

1.2 PERMITS

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

1.3 ARCHAEOLOGICAL DISCOVERIES

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

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

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

END OF SECTION 014126

SECTION 024116 – STRUCTURE DEMOLITION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 DESCRIPTION OF WORK

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

B. Demolition of 100,000-gallon elevated tank and appurtenances, backfilling, and disposal of materials.

C. Disconnecting and abandonment or removal of identified utilities, plugging of water mains, and construction of concrete for thrust blocks.

D. Prepare existing 100,000-gallon tank site for new use by removing soil as necessary, preparing subgrade, placing geogrid, and placing aggregate top surface for parking lot use

1.3 REQUIREMENTS OF REGULATORY AGENCIES

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

B. Obtain required permits from authorities.

C. Notify affected Utility Companies and Owner before starting Work and comply with their requirements

D. Do not close or obstruct roadways, sidewalks and hydrants without permits.

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.

B. Conform to procedures applicable when hazardous of contaminated materials are encountered.

C. Tank Demolition:
   1. Implement lead and heavy metals containment and abatement operations in accordance with Laws and Regulations
   2. Maintain a file on the Project site that contains the Material Safety Data sheets (MSDS) for each product and material used

3. Pre/Post Blood Testing: require 1 week prior to starting demolition of existing tank. Blood level testing shall be in accordance with OSHA Standard for General Industry, 29 CFR 1910.1055
4. All work shall conform to 29 CFR 1929.26
5. Conform to 29 CFR 1926.354 when cutting tank.

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 nonreinforced 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 provisions shall be made to prevent settlement and breakage of pavement beyond the approved limits of excavation.

C. All pavements broken or damaged beyond the limits above stated, or the approved extension thereof, shall be replaced by the Contractor at his expense.

3.3 MANHOLES, CATCH BASINS, INLETS AND SIMILAR STRUCTURES

A. Existing drainage structure designated by the Engineer to be removed shall be completely removed.

B. Catch basins, inlets, and similar structures designated to be abandoned shall be removed to an elevation of at least 3 ft. below the finished subgrade or ground surface. The remaining void shall be filled with selected backfill material compacted to 100% optimum density per ASTM D 698.

C. Manholes designated by the Engineer to be abandoned shall be adjusted to 1' below proposed ground grade and the casting welded closed or an 8" reinforced concrete slab placed over the manhole.

D. Live sewers connected to structures removed or abandoned shall be rebuilt through the area with new pipe. Sewer flow shall be maintained between removal and replacement operations. Abandoned sewers shall be sealed and made watertight with approved precast stoppers or masonry bulkheads.

E. 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 GUARDRAIL AND FENCE

A. Where so required by the Drawings, existing guardrail and 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 SUPERSTRUCTURES, TANKS, CHAMBERS AND SIMILAR STRUCTURES

A. Care shall be used in demolishing structural elements which are continuous with structural elements remaining in service. Concrete and masonry shall be cut with a masonry or concrete saw before removing unwanted portions.

B. Methods and equipment used in demolition work shall be chosen so the structural integrity and watertightness of both newly constructed and existing plant structures remain unimpaired by the performance of the demolition work.

C. Existing structures and equipment which are damaged in appearance and/or function by performance of demolition work shall be replaced or repaired to approved first-class condition by the Contractor at no increase in Contract Price.

D. Extreme care shall be used when removing existing concrete from around reinforcing steel which must be used for securing new concrete. If this reinforcing steel is damaged, the Contractor shall remove additional existing concrete until sufficient existing reinforcing steel is exposed to provide adequate embedment length in the new concrete, as approved by the Engineer.

E. Abandoned pipes shall be sealed and made watertight with approved precast stoppers or masonry bulkheads.

F. Disconnect, remove, and cap all utilities designated within demolition areas as required. Provide appropriate blind flanges, plugs and caps for remaining piping. When piping is removed in an area to be abandoned by filling, remaining wall castings and pipes must be plugged by filling with a non-shrink grout or Class QC Miscellaneous. When abandonment of piping involves exterior buried piping, fill for not less than the full wall thickness through which the pipe passes. Remove walls, foundation and footings to a minimum of 36 inches below finished grade.

G. Remove walls, foundation and footings to a minimum of 36 inches below finished grade.

H. Do not burn or bury materials on Site. Leave Site in clean condition and remove temporary work.

I. Seed all areas of fill and other earth areas disturbed by operations. Follow seeding specification.

3.6 DEMOLITION – ELEVATED TANK

A. Dismantle Tank

B. Dispose of dismantled tank at a steel recycling facility.
   1. Contractor to provide Owner a letter stating that material was delivered to steel recycling facility along with scale tickets for delivery
   2. Contractor to obtain and deliver to Owner letter from steel recycling facility confirming delivery of dismantled tank and stating that material will be melted.

C. Remove foundation as specified. Backfill resulting open areas.

D. Paint Dislodged or Removed from Tank:
   1. Collect, contain and store paint removed. Clean up chips daily and store in sealed containers marked with potential hazardous material until tested.
   2. Arrange and pay for testings of materials to determine classification as hazardous or non-hazardous; testing agency to be acceptable to Owner.
   3. Dispose of materials as required by Laws and Regulations.

3.7 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.

B. Prepare subgrade across entire site for future parking lot in accordance with requirements of Section 310000, Paragraph 3.11.

C. Perform Proof Rolling in accordance with Section 310000, Paragraph 3.14 and compacted per Paragraph 3.15.

D. Replace topsoil across entire site. Replace with ODOT Item 204 Geotextile, Type D, and 9” thick ODOT Item 304 crushed limestone, compacted, follow Section 310000.

3.8 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 off-site.

B. The Contractor shall police the hauling of debris to ensure that all spillage from haul trucks is promptly and completely removed.

3.9 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 312333.

END OF SECTION 024116

To: All Plan Holders of Record

From: Verdantas LLC
For the Owner

Re: ***Addendum No. 2***
Water Tower Project
Village of Lyons

Date: October 31, 2025

This Addendum forms a part of the contract documents and modifies the original bidding documents dated October 2025 and all previous addenda, if any. Acknowledge receipt of this addendum in the space provided in the bid forms. Failure to do so may subject the bidder to disqualification.

QUESTIONS AND ANSWERS

Q1. Sheet 01C-02 shows a lot of line tie in for new tank.

A1. That is correct there are several water mains that extend from this Village parking lot to various points of the distribution system.

Q2. Sheet 01C-01 is the old tank.
a. Demo note 5 states to abandon the line and plug - plug with what? (flowable fill?) Where? (open end at the tank?)
b. Note 6 states the same, abandon and plug. Plug with what and where?
c. Note 8 on sheet 01C-01 states to remove the 90 degree angle. Sheet 01C-02 indicates to install a 12" MJ plug - who removes the 90 degree and who caps? Does the line #5 get capped?
d. Note 9 states to remove the 12" main and cap it. Sheet 01C-02 shows a bunch of tie in for new tank.
i. Are we correct that the capping would be the new tank contractor responsibility
ii. Do you really want another contractor to come in after the new line is installed and remove the old line so close to it? Can this line be abandoned as well? Or will the new tank contractor installing the new line also remove the old?

A2.
a. Lines designated for abandonment shall be disconnected and sealed using mechanical joint plugs or caps. Flowable fill is not required unless otherwise directed. Plug locations should be at the point of disconnection from the active system, at the nearest valve as shown in detail drawings. Thrust blocks shall be installed where necessary at direction of ENGINEER. Refer to Section 024116 – 1 for utility abandonment procedures.
b. Please see A2a for this response and further clarification in Detail 1 & 2.
c. The line referenced in Note 5 shall be capped at the tee as part of this scope. This would be expected to be conducted after the current tank has been constructed after it has been

disinfected and tested. All abandonment should be conducted in conjunction with "Construction Sequence 7: tie into existing water mains" on plan set 01C-02.

d. This is correct. The existing 12-in watermain to the 90 degree bend will be abandoned and capped. It is the intent of the design to abandon the existing 12-in running south from the Note 8 on 01C-01 and cap at Note 9. On 01C-02 a new 12-in main is being installed parallel to the existing main being abandoned and capped.
   i. This is a lump sum contract and would be expected to be determined by the successful contractor.
   ii. The contractor is not required to remove the entire buried 12" main unless it conflicts with new work. Pipe segments not interfering with new construction may be abandoned in place after proper disconnection and capping. Final removal and permanent capping of lines near new tie-ins will be the responsibility of the contractor. Coordination between contractor and his subcontractor(s) will be required to avoid redundant work.

Q3. Do you have as built's of the foundation piers? The tank is welded but stand on beam legs not pipe legs. We want to know if the foundation piers are pyramid in shape or top hat in shape.

A3. As-built drawings of the existing tank foundation piers are not available. All available data on the existing tank has been provided as the original design was conducted in 1940s. Based on standard construction practices, the tank likely rests on individual concrete piers beneath each leg. These piers shall be removed to a minimum depth of 3 feet below finished grade per Section 024116 – 1. Backfill and surface restoration shall be completed in accordance with the specifications.

Q4. Can you confirm water main pipe material and fitting materials?

A4. Please refer to Spec Section 331113.01 Water Utility Distribution System Master. The spec shall govern all watermain pipe material and appurtenances selections.

Q5. Based on note 1 / 02C-01 it appears you want boltless restrained joint (DIP) like TR-Flex. And per watermain notes on 00G-05 250 PSI rating. Also per 00G-05, MJ fittings with megalugs are allowed.

A5. Please refer to Spec Section 331113.01 Water Utility Distribution System Master.

Q6. Also please confirm job is AIS, but not BABA

A6. Per Section 8 Special Requirements – EPA (WSRLA Funding) AIS does apply – See Contract Form CF.EPA.8 – American Iron and Steel Acknowledgement. BABA does not apply for this funding.
However, for the CDBG funding, BABA does apply – See Bid Form CDBG.BF.1 - Build America, Buy America (BABA) Compliance Certification.

Q7. Would like some additional clarification on addendum 1. 1.4 Protection is demo section 024116-1; C.1 refers to abatement. Page 4, 3.6.D states to collect and contain dislodged paint.

a. Are you requiring paint abatement on the cut lines prior to torch cutting?

A7.

a. No, the specifications do not require pre-abatement (removal of paint at cut lines) prior to torch cutting. Contractors may proceed with torch cutting of painted steel provided all work conforms to OSHA 29 CFR 1926.354 and 1926.62, including use of PPE and engineering controls and other lead abatement standard practices.

Q8. Is it acceptable to submit bid sketches with our bid, with the understanding that all the tank and foundation details referenced in 1.5.D and 1.5.E would come at a later date during drawing submittal phase?

A8. This is acceptable. Refer to SPECIFICATIONS in addendum #2 below.

Q9. In reference to specification 464146.02 Section 2.05 (Control System), IXOM does not offer an integrated PLC based control system. Instead, they offer dedicated controls for each individual piece of equipment.

We are requesting that you remove the PLC requirement from the specification.

A9. The Control panel(s) needed for the equipment is currently specified as an integrated control panel for all components. This project will allow separate dedicated panels for each individual pieces of equipment if full functionality of equipment is as specified.

Q10. Can you confirm that Sections 464146.01 & 464146.02 for THM equipment will both be required to provide a single integrated control panel that will control all provided equipment?

A10. This has been clarified in A9.

Q11. Section 464146.01 2.01 A and 2.01 D mention two different THM removal percentages, can you please confirm which is the correct removal required?

A11. THM removal percentage is to be a minimum of 25% per 2.01B in Section 464146.01 2.01 A. Please disregard the 24%.

Q12. Section 464146.01 2.05 A.1 mentions motor starters for the THM equipment, while 2.05 D.4.b 2. c. 1 shows VFD faults. Please confirm if VFD can also be used?

A12. This is acceptable.

Q13. The single line diagram on DWG. No.E-03 (pg.17 of 21) shows only motor controllers for the THM equipment. In comparison, Section 464146.01 2.05 of the specifications shows an Integrated Control Panel. Can you please clarify that an Integrated Control Panel is included in this scope?

A13. Please refer to clarification in A9. A fully integrated control panel is no longer required, however full functionality of the equipment is expected.

Q14. Is a new RTU-1 & RTU-2 to be provided by the integrator as a part of this project scope? If so can the specifications or standard design for the RTU's be provided prior to bid?

A14. New RTUs will not be required of this project unless the existing Tower's RTU is not applicable to be moved to the new tower and confirmed with ENGINEER.. Please see updated specification section 269001 SCADA & Telemetry System, specifically Section 1.2 Description OF WORK.

Q15. It also appears that this will be a new SCADA system, correct? With only the water tower supply system included in the SCADA scope, correct?

A15. The existing SCADA/Telemetry unit is to be relocated to the New Tower from the existing Tower. Please refer to updated specification section 269001 SCADA/Telemetry System.

Q16. Will the THM Aeration system local OIT screens need to be replicated on the SCADA system for remote operation or will the SCADA system be utilized for remote monitoring only?

A16. SCADA/Telemetry will be used solely for remote monitoring. All controls for the THM removal system will remain localized, consistent with the configuration currently implemented on the existing tower and planned for the new tower.

Q17. Can you please provide the height to the overhead electrical lines Entering the parking lot facing south on Cleveland Street. Can you also provide the height to the overhead electrical lines

A17. Facing the Parking Lot (facing south) from Cleveland Street the electrical lines are approximately 18 ft from grade. Facing the Parking Lot (facing east) from N Adrian Street the electrical lines are approximately 18 ft from grade.

REPORTS

1. **Replace** the Geotechnical Subsurface Investigation report dated March 3, 2023 provided with the bid book with the enclosed Geotechnical Subsurface Investigation report dated October 27, 2025 by CT Consultants, Inc.

2. **Add** enclosed TTHM DBP Info.pdf provided by Village on current TTHM levels when design occurred.

SPECIFICATIONS

Replace Section "269001 - SCADA AND TELEMETRY SYSTEM" with enclosed Section "269001 - SCADA AND TELEMETRY SYSTEM_A"

Add the enclosed Section 33113.01 - WATER UTILITY DISTRIBUTION SYSTEM.

Section 331619 - ELEVATED STEEL TANKS: **Change "**Section 1.5 INFORMATION TO BE SUBMITTED WITH BID" to "Section 1.5 INFORMATION TO BE SUBMITTED AFTER AWARD."

PLANS

On plan sheet 00G-05 **Remove** the following note: 1) 4" THRU 12" DIA. PIPES SHALL BE COLOR BLUE POLYVINYL CHLORIDE PRESSURE PIPE PER AWWA C909 PVCO DR 14 WITH TRACER WIRE; JOINTS SHALL BE RESTRAINED.

On plan sheet 01C-01 **Remove** DEMOLITION CODED NOTE #7, "Remove existing 6"x6"x8" Tee. Cap 6" watermains" with 7) Replace existing tee with 6" Cross and reconnect existing watermains per detail 2 on 01C-02.

BM/AF:mep

Enclosures

H:\2022\220792\SPEC\Addenda\Addendum 02\Addendum 02.Doc

Proposed Elevated Water Tank

Lyons, Ohio

Geotechnical Subsurface Investigation

The Village of Lyons
Ohio

October 27, 2025

CT Project No. 220792

CT Consultants, Inc.

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100Th Anniversary

LEADING THROUGH THE NEXT 100 YEARS

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October 27, 2025

CT Project No. 220792

Village of Lyons
26 W Morenci Street
Lyons, Ohio 43533

Geotechnical Subsurface Investigation
Proposed Elevated Water Tank
Village of Lyons, Ohio

Following is the report of the geotechnical subsurface investigation performed by CT Consultants, Inc. (CT) for the referenced project. This study was performed for the Village of Lyons in support of design services for the Proposed Elevated Water Tank Project.

This final report contains the results of our study, our engineering interpretation of the results with respect to the project characteristics, and our recommendations for foundation support.,.

Soil samples collected during this investigation will be stored at our laboratory for 90 days from the date of this report. The samples will be discarded after this time unless you request that they be saved or delivered to you.

Should you have any questions regarding this report or require additional information, please contact our office.

Sincerely,

CT Consultants, Inc.

STATE OF OHIO
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HAJJAR
PE.92208
REGISTERED
PROFESSIONAL ENGINEER

STATE OF OHIO
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Vice President

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GEOTECHNICAL SUBSURFACE INVESTIGATION
PROPOSED ELEVATED WATER TANK
VILLAGE OF LYONS, OHIO

FOR

VILLAGE OF LYONS
26 W MORENCI STREET
LYONS, OHIO 43533

SUBMITTED

OCTOBER 27, 2025
CT PROJECT NO. 220792

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Plate 1.0 Site Location Map
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A Logs of Test Borings B-1 through B-3
B Legend Key
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D Laboratory Test Results

1.0 INTRODUCTION

This geotechnical subsurface investigation report has been prepared for the proposed elevated water tank in the Village of Lyons, Ohio. The general area of the project is shown on the attached Site Location Map (Plate 1.0).

This report summarizes our understanding of the proposed construction, describes the investigative and testing procedures, presents the findings, discusses our evaluations and conclusions, and provides our design and construction recommendations for tank foundations.

This study was performed for the Village of Lyons in support of design services for the Proposed Elevated Water Tank Project.

The purpose of this investigation was to evaluate the subsurface conditions and laboratory data relative to the design and construction of foundations at the referenced site. This investigation included three (3) test borings, field and laboratory soil testing, and a geotechnical engineering evaluation of the test results.

This report includes:

- A description of the subsurface soil and groundwater conditions encountered in the borings.
- Design recommendations for foundations related to the proposed elevated water tank.
- Recommendations concerning soil- and groundwater-related construction procedures such as site preparation, earthwork, foundation construction, as well as related field testing.

This investigation did not include an environmental assessment of the subsurface materials at this site.

2.0 INVESTIGATIVE PROCEDURES

This subsurface investigation included three (3) test borings drilled by CT on January 3, 2023. The test borings were located in the field by CT and were generally performed within the proposed elevated tank footprint. The approximate locations of the borings and an aerial background are shown on the Test Boring Location Plan (Plate 2.0). The approximated ground surface elevations, termination depths and elevations for the borings are summarized in Table 2.0 at the end of this section.

The test borings were performed in general accordance with geotechnical investigative procedures outlined in ASTM Standard D 6151. The test borings performed during this investigation were drilled with a track-mounted drill rig with utilizing 3¼-inch inside diameter hollow-stem augers. Ground Surface Elevations were depicted from Google Earth and reported to the nearest foot.

During auger advancement, soil samples were collected at 2½-foot intervals to a depth of 10 feet and at 5-foot intervals thereafter. Split-spoon (SS) samples were obtained by the Standard Penetration Test (SPT) Method (ASTM D 1586), which consists of driving a 2-inch outside diameter split-barrel sampler into the soil with a 140-pound weight falling freely through a distance of 30 inches. The sampler was driven in three successive 6-inch increments with the number of blows per increment being recorded. The sum of the number of blows required to advance the sampler the second and third 6-inch increments is termed the Standard Penetration Resistance (N-value) and is presented on the Logs of Test Borings attached to this report. The samples were sealed in jars and shipped to our laboratory for further classification and testing.

All of the recovered samples of the subsoils were visually or manually classified in accordance with the Unified Soil Classification System (USCS) (ASTM D 2487 and D 2488) and were tested in our laboratory for moisture content (ASTM D 2216). Dry density determinations and unconfined compressive strength tests by the constant rate of strain method (ASTM D 2166) were performed on select samples. Unconfined compressive strength estimates were obtained for the remaining intact cohesive samples using a calibrated hand penetrometer. A particle size analysis (ASTM D 6913 and D 7928) and an Atterberg limits test (ASTM D 4318) were performed on a representative sample from Boring B-2 (SS-2) to determine soil classification and soil

index properties. The test results are presented on the Logs of Test Borings, Tabulation of Test Data sheets, and Grain Size Distribution sheet attached to this report.

Soil conditions encountered in the test borings are presented in the Logs of Test Borings, along with information related to sample data, SPT results, water conditions observed in the borings, and laboratory test data. It should be noted that these logs have been prepared on the basis of laboratory classification and testing as well as field logs of the encountered soils.

Experience indicates that the actual subsoil conditions at a site could vary from those generalized on the basis of test borings made at specific locations. Therefore, it is essential that a geotechnical engineer be retained to provide soil engineering services during the site preparation, excavation, and foundation phases of the proposed project. This is to observe compliance with the design concepts, specifications, and recommendations, and to allow design changes in the event subsurface conditions differ from those anticipated prior to the start of construction.

As previously mentioned, test boring data is provided in the following table.

Table 2.0 Test Boring Data			
Boring Number	Ground Surface Elevation (Ft)	Termination Depth (Ft)	Approximate Termination Elevation (Ft)
B-1	769	35	734
B-2	769	50	719
B-3	769	35	734

3.0 PROPOSED CONSTRUCTION

The proposed project consists of construction of a new elevated water tank within the parking area located northeast of the exiting tower, which is proposed to be demolished. The site is located within the southeast quadrant of the intersection of Cleveland Avenue and N. Adrian Street

Loads associated with the structure were not available at the time of preparing this proposal. It was indicated that the proposed water tank is to have a diameter of 30 feet. It was indicated that desired allowable bearing pressures were on the order of 4,000 to 5,000 pounds per square foot (psf). We have assumed that the structure will be supported on a ringwall foundation.

We have assumed that the final grades at the site will approximate existing grades.

4.0 GENERAL SITE AND SUBSURFACE CONDITIONS

4.1 General Site Conditions

At the time of our investigation, the project area consisted of an asphalt parking lot. Ground surface elevations at the boring locations were on the order of Elevs. 769 feet.

A summary of the encountered surface materials is presented in the following table.

Table 4.1. Encountered Surface Materials		
Location	Asphalt Thickness (inches)	Crushed Stone Thickness (inches)
B-1	5	9
B-2	5	7
B-3	4	14

4.2 General Site Geology

Published geologic maps from the Ohio Department of Natural Resources (ODNR) indicate that the project site is located within the glaciated portion of Ohio. Quaternary soil deposits consist of a restively thing mantle of lacustrine sand, deposited in glacial lakes as shallow-water deltas or nearshore bars and sheets; includes many small areas of dunes. These deposits are underlain by clayey till deposits.

Bedrock at the site consist of lower Mississippian aged shale of the Coldwater Shale Formation which is anticipated at depths greater than 150 feet below existing grades.

4.3 General Soil Conditions

Based on the results of our field and laboratory tests, the subsoils encountered underlying the surface material can be generally described as a stratum of lacustrine deposits underlain by two strata of predominantly cohesive till soils with varying strength and moisture characteristics

Summaries of the encountered conditions are provided below and additional descriptions of the soil stratigraphy encountered in the borings are presented on the Logs of Test Borings attached to the report.

Stratum I consisted of predominantly medium stiff native lacustrine cohesive soils encountered underlying the above noted surface materials to depth ranging from approximately 2½ to 3½ feet (Elev. 766± to 765±). Stratum I consisted of sandy lean clay (CL) mixed with trace amounts of organics. SPT N-values ranged from 7 to 8 blows per foot (bpf). Unconfined compressive strengths within Stratum I ranged from 860 to 5,000 pounds per square foot (psf). Moisture contents ranged from 15 to 21 percent.

Stratum II consisted of predominantly stiff to very stiff native cohesive till soils encountered underlying Stratum I to a depth ranging from approximately 24 to 33 feet (Elev. 745± to 736±). Stratum II consisted of lean clay (CL) mixed with sand and trace amounts of gravel. SPT N-values ranged from 11 to 28 bpf. An isolated layer exhibiting hard consistency (SPT N-Value of 31bpf) was encountered in Boring B-2. Unconfined compressive strengths within Stratum II ranged from 6,600 to 9,160 psf. Moisture contents ranged from 15 to 21 percent.

A Liquid limit of 28 percent and plasticity index of 9 percent were determined for a Stratum II sample obtained from Boring B-2 (SS-2). These values along with gradation results, are indicative of Lean Clay with Sand (CL) in accordance with USCS designations.

Stratum III consisted of predominantly very stiff to hard native cohesive till soils encountered underlying Stratum II to the planned boring termination depth ranging from approximately 35 to 50 feet (Elev. 734± to 719±). Stratum III consisted of lean clay (CL) mixed with sand and trace amounts of gravel, as well as silty clay (CL-ML) mixed with sand and trace amounts of gravel. SPT N-values ranged from 19 to 50 bpf. A split-spoon refusal (SSR, 50 or more blows for 6 inches or less penetration) was reported in Boring B-3 at approximately 24 feet, indicating the possible presence of boulders and/or cobbles. An isolated seam of sandy silt (ML) was encountered in Boring B-2 from 39 to 43½ feet. Unconfined compressive strengths within Stratum II ranged from 7,000 to greater than 9,000 psf (maximum reading obtainable using a hand penetrometer). Moisture contents ranged from 13 to 23 percent.

Additional descriptions of the stratigraphy encountered in the borings are presented on the Logs of Test Borings.

4.4 Groundwater Conditions

Groundwater was generally not encountered during drilling nor observed upon completion of drilling operations in any of the borings. Ground water trapped within the stone subbase was reported in Boring B-1 at ½ feet below exiting grades. It should be noted that the boreholes were drilled and backfilled within the same day, and stabilized water levels may not have occurred over this limited time period.

Based on the limited data available, such as the soil characteristics and the groundwater conditions encountered in the borings, it is our opinion that the "normal" groundwater level may be generally encountered at depths on the order of 13 to 15 feet below existing grade. However, this investigation did not include research of possible hydrological influences at the project site. It should be noted that groundwater elevations can fluctuate with seasonal and climatic influences. In particular, "trapped" water may be encountered in stone sub base materials that are underlain by relatively impermeable cohesive soils. Therefore, the groundwater conditions may vary at different times of the year from those encountered during this investigation.

5.0 DESIGN RECOMMENDATIONS

The following conclusions and recommendations are based on our understanding of the proposed construction and on the data obtained during the field investigation. If the project information or location as outlined is incorrect or should change significantly, a review of these recommendations should be made by CT. These recommendations are subject to the satisfactory completion of the recommended site and subgrade preparation and fill placement operations described in Section 6.0, "Construction Recommendations".

5.1 Shallow Foundations

It was indicated that the proposed elevated water tank will be supported on a ringwall and would have a load that would result in a bearing pressure on the order of 4,000 to 5,000 pounds per square foot (psf) over the foundation footprint. The foundation will be constructed to support the proposed water tank with an expected diameter on the order of 30 feet.

Based on the results of the field and laboratory testing for the borings performed for this investigation, we recommend that the foundation bear in the Stratum II Stiff to very stiff cohesive soils at a depth of a minimum 3½ feet below existing grades (approximate Elev. 763±). These soils are considered generally suitable for support of the proposed foundations. In any case, an inspection of the footings should be completed prior to placement of steel reinforcement or foundation concrete.

It should be noted that a medium stiff cohesive lacustrine soils were present overlying Stratum II in all the borings and extending to depths ranging from 2½ to 3½ feet below existing grade. These medium stiff cohesive soils are not considered suitable for support of the foundations based on the anticipated bearing pressures associated with the elevated tank foundation. If these soils are present within a depth below the foundation bearing elevation equal to the foundation width, they should be removed and replaced with new engineered fill as described later in this section.

Following the satisfactory completion of the site preparation and footing excavation inspections outlined in Section 6.0 of this report, the proposed structure may be supported on a ringwall foundation. It should be noted that bearing capacity and associated settlement is affected by the foundation width since it affects the stress influence from the foundation pressure on the underlying soils. Our evaluations are based on a ringwall with a width of 10 feet or less. Please contact CT for additional evaluation if the foundation width is greater than 10 feet.

For the ringwall foundation bearing at a depth of a minimum 3½ feet below grade in Stratum II cohesive soils, an average gross allowable bearing pressure of 4,500 psf may be utilized for design. In using a gross allowable soil pressure, the weight of the footings, backfill over the footings, or slabs needs to be included in the structural loads for dimensioning footings. The bearing materials should be field-verified as being native lean clay (CL) or silty clay (CL/ML) with a minimum unconfined compressive strength of 4,500 psf.

We strongly recommend that the bearing surface at the bottom of all footing excavations be inspected during construction by a CT geotechnical engineer or qualified representative. Inspection should be performed to verify that the exposed soil conditions at the bearing elevations are consistent with the subsurface conditions encountered in the test borings and are suitable for foundation bearing. Inspection should include test holes at regular intervals as described above. Additionally, the presence of our engineer will help facilitate the timely remediation of unsuitable soil conditions. Suitable unconfined compressive strength of the bearing soils may be verified using a hand penetrometer.

If the results of hand penetrometer or other strength tests indicate the exposed soil conditions are not suitable for the design bearing pressure, it will be necessary to over-excavate the unsuitable soils. The base of the over-excavation should be widened one foot for every foot of depth and centered along the footing. The over-excavated areas should be backfilled with dense-graded aggregate, placed in controlled lifts, and compacted to not less than 100 percent of the maximum dry density as determined by ASTM D 698 (Standard Proctor). Alternatively, the over-

excavated areas could be backfilled with lean concrete having a minimum compressive strength of 1,500 pounds per square inch (psi) or other flowable controlled-density fill having a minimum compressive strength of 300 psi.

The footing should be constructed at a minimum frost penetration depth of 3½ feet below finished exterior grades. Although much wider foundations are anticipated, based on the relatively high recommended allowable bearing pressure, the minimum width of ringwall footings should be at least 4 feet, regardless of sizing based on design loads and the allowable bearing pressure, to avoid punching or localized shear failure.

A wider foundation may be required to account for shear and moment in the foundation system. Additionally, moments in the foundation system may create an unbalanced foundation bearing pressure. If accentuated "toe" pressures due to overturning conditions exceed 5,985 psf, CT should review the bearing pressure in light of settlement considerations. Typically, these higher pressures are associated with wind loads or seismic loads, for which an increase of one-third of the "normal/average" bearing pressure is allowed for these transient loads (i.e., a maximum allowable pressure of 5,985 psf may be used for transient loading). However, the average bearing pressure over the whole footing width should not exceed the gross allowable bearing pressure of 4,500 psf. This allowable bearing pressure is based on a nominal factor of safety of 3 applied to the calculated ultimate value.

Utilizing the above bearing pressure and proper foundation inspection techniques, the total settlement associated with the structure with a foundation width of 10 feet or less was calculated to be on the order of 1 inch using a ringwall foundation and differential settlement should not exceed ¾ inch.

For sliding resistance, a friction factor of 0.35 may be assumed for a footing poured against undisturbed native clay soils. For undisturbed native cohesive soils, a passive earth pressure coefficient (k_p) of 3.0 may be utilized for the portion of the footing that is below a frost protection depth of 3½ feet. We recommend a maximum passive

earth pressure for the native cohesive soils of 300 pounds per square foot per foot of depth. These values are based on footings poured in intimate contact with at least medium stiff lean clay. It should be noted that a slight amount of soil strain and possibly accompanying wall/foundation movement is needed to mobilize the full passive pressure of the soil. Because of this consideration, some design methods incorporate a higher factor of safety (e.g., F. S. = 2.0) when using passive pressure contribution to stability, as compared to sliding resistance on the base only (typically, F.S. = 1.5).

5.2 Seismic Considerations

We have reviewed seismic design parameters in accordance with the Ohio Building Code (OBC) criteria, which references ASCE 7-10. It should be noted that the OBC seismic site characterization is based on the upper 100 feet of the geologic profile and the borings performed for this investigation extended only to a maximum depth of 50 feet below existing grade. Based on review of available information, bedrock in the vicinity of the site is mapped deeper than 100 feet below existing grade. Therefore, we considered the soil conditions at the termination depth of the borings extending to 100 feet.

For the N_{ch}-method an SPT N-value of 100 blows per foot (bpf) [split-spoon refusal] was modeled for the bedrock portion of the subsurface profile. Using the N_{ch}-method, the average SPT N-value (N_{ch}) was calculated to be greater than 15 bpf and less than 50 bpf, which is indicative of a Site Class D “stiff soil” designation in accordance with ASCE 7-10 Table 20.3-1 criteria. As such, a Site Class D “stiff soil” designation may be utilized for this site.

5.3 Groundwater Control and Drainage

Encountered groundwater conditions were previously discussed in Section 4.3. Based on the limited data available, such as the soil characteristics and the moisture conditions encountered in the borings, it is our opinion that the “normal” groundwater level may be encountered at depths on the order of 13 to 15 feet below existing grade. It should be noted that “perched” water may be encountered in exiting

stone subbase materials that are underlain by relatively impermeable native cohesive soils.

It is our experience that adequate control of groundwater seepage, "perched" water, or surface water run-off into shallow excavations should be achievable by minor dewatering systems, such as pumping from prepared sumps. In the event excessive seepage is encountered during construction, CT may be notified to evaluate whether other dewatering methods are required.

5.4 Excavations and Slopes

The sides of temporary excavations for building foundations, utility installations, and other construction should be adequately sloped to provide stable sides and safe working conditions. Otherwise, the excavation must be properly braced against lateral movements. In any case, applicable Occupational Safety and Health Administration (OSHA) safety standards must be followed.

Based on the test borings, it is likely that excavations will encounter a range of soil conditions that include the following OSHA designations:

- Type A soils (cohesive soils with unconfined compressive strengths of 3,000 pounds per square foot (psf) or greater),
- Type B soils (cohesive soils with unconfined compressive strengths greater than 1,000 psf but less than 3,000 psf, and dry rock that is not stable), and
- OSHA Type C soils (cohesive soils with unconfined compressive strengths of 1,000 psf or less).

For temporary excavations in Type A, B and C soils, side slopes must be no steeper than ¾ horizontal to 1 vertical (¾H:1V), 1H:1V, and 1½H:1V, respectively. For situations where a higher strength soil is underlain by a lower strength soil and the excavation extends into the lower strength soil, the slope of the entire excavation is governed by that required for the lower strength soil. In all cases, flatter slopes may

be required if lower strength soils or adverse seepage conditions are encountered during construction.

For permanent excavations and slopes, we recommend that grades be no steeper than 3H:1V without a more extensive geotechnical evaluation of the proposed construction plans and site conditions.

6.0 CONSTRUCTION RECOMMENDATIONS

6.1 Site and Subgrade Preparation

Prior to proceeding with construction operations, all pavements, vegetation and other deleterious non-soil materials should be removed from the proposed construction areas.

Although not evaluated as part of this project, if the site development will include slabs-on-grade or pavements, dark soils having the appearance of topsoil, but exhibiting only root “hairs” or trace organics less than approximately five percent, may not require stripping for the full depth of the darkly colored zone, provided the subgrade can be satisfactorily proof rolled as described below. Conversely, the site may contain areas where additional excavation will be required beyond the darkly colored zone due to organics in order to provide a stable subgrade for construction.

Upon completion of stripping and clearing, the areas intended to support pavements, floor slabs, and new fill should be carefully inspected by a geotechnical engineer. At that time, the engineer should observe proof rolling of the cohesive subgrade soils utilizing a 20- to 30-ton loaded truck or other pneumatic-tired vehicle of similar size and weight. Subgrade soils may consist of granular soils (i.e., existing crushed stone aggregates) in some areas. Subgrade preparation in these areas may require proof rolling/compaction of the granular subgrades utilizing a smooth-drum roller. The roller or truck should make a minimum of two passes in each of two perpendicular directions covering the proposed development area, with additional passes as necessary to achieve required compaction and/or subgrade stabilization.

The purpose of proof rolling the cohesive subgrades is to locate any weak, soft, or excessively wet soils that may be present at the time of construction. The purpose of the proof rolling/compaction of the granular soils is to densify zones of loose materials that are encountered in the upper portion of the soil profile, thereby providing more uniform subgrade support. We recommend a roller with a minimum dead weight on the drums of 8 tons, and traveling at speeds not exceeding approximately 4 feet per second (about 3 miles per hour). These operational criteria

should provide sufficient dynamic compaction energy to alleviate loose soil conditions within the zone of influence for subgrade support.

Any unsuitable materials observed during the inspection and proof-rolling operations should be undercut and replaced with compacted fill or stabilized in place utilizing conventional remedial measures such as discing, aeration, and re-compaction. Once the site has been proof rolled, inspected, and stabilized, the proof-rolled or inspected subgrades should not be exposed to wet conditions. It should be recognized that during periods of wet weather, the silty/clayey soils that will be exposed at design subgrades will tend to pond water for short periods of time, with the potential to deteriorate the prepared subgrade.

The results of the inspection and proof-rolling operations will be partially dependent on construction operations, the moisture content of the soil, and the weather conditions prevalent at the time. If pumping or rutting is encountered and difficulty is experienced in the operation of construction equipment, CT should be notified in order to determine which method of subgrade modification may be best suited for the conditions encountered. Should such conditions be experienced, we may recommend that a small test area be used to determine the necessary depth of undercutting and stone replacement or other remedial action necessary to achieve a stable subgrade condition.

6.2 Fill

Material for engineered fill or backfill required to achieve design grades may consist of any non-organic soils having a maximum dry density as determined by the Standard Proctor (ASTM D 698) of 90 pounds per cubic foot (pcf) or greater. On-site soils may be used as engineered fill materials provided that they are free of organic matter, debris, excessive moisture, and rock or stone fragments larger than 3 inches in diameter. Depending on seasonal conditions, the on-site soils may be wet of optimum and may require scarification and aeration to achieve satisfactory compaction. If the construction schedule does not allow for scarification and aeration activities, it may be more practical or economical to utilize imported granular fill.

Fill should be placed in uniform layers no more than 8 inches thick (loose measure) and adequately keyed into stripped and scarified soils. All fill within the building areas and pavement subgrades should be compacted to not less than 100 percent of the maximum dry density as determined by ASTM D 698 (Standard Proctor).

The soils at the site consist of cohesive soils. The contractor should be prepared to use a sheepsfoot roller to provide effective compaction of the clays. If granular soils are utilized as engineered fill, a vibratory smooth-drum roller should be utilized for compaction.

Scarified subgrade soils and all fill material should be within 3 percent of the optimum moisture content to facilitate compaction. Furthermore, fill material should not be frozen or placed on a frozen base. It is recommended that all earthwork and site preparation activities be conducted under adequate specifications and properly monitored in the field by a qualified geotechnical testing firm.

6.3 Foundation Excavations

As mentioned in Section 5.1, foundations used to support the structures should have a detailed footing inspection performed for each foundation. A geotechnical engineer or qualified representative should perform these inspections to verify that the exposed materials are similar to those encountered in the borings, that the exiting fill material has been removed and replaced and that engineered fill has been properly placed and compacted such that it is capable of supporting the design bearing pressure.

We recommend that the foundation excavations be concreted as soon as practical after they are excavated and that water not be allowed to pond in any excavation. If it is necessary to leave the bearing surface open for any extended period of time, we recommend that a thin mat of lean concrete be placed over the bottom of the excavation to reduce damage to the surface from weather or construction. Foundation concrete should not be placed on frozen or saturated subgrade.

Additional foundation subgrade inspection and modification recommendations are provided in Section 5.1.

7.0 QUALIFICATION OF RECOMMENDATIONS

Our evaluation of foundations design and construction conditions has been based on our understanding of the site and project information and the data obtained during our field investigation. The general subsurface conditions were based on interpretation of the subsurface data at specific boring locations. Regardless of the thoroughness of a subsurface investigation, there is the possibility that conditions between borings will differ from those at the boring locations, that conditions are not as anticipated by the designers, or that the construction process has altered the soil conditions. This is especially true for previously developed sites. Therefore, experienced geotechnical engineers should observe earthwork and foundation construction to confirm that the conditions anticipated in design are noted. Otherwise, CT assumes no responsibility for construction compliance with the design concepts, specifications, or recommendations.

The design recommendations in this report have been developed on the basis of the previously described project characteristics and subsurface conditions. If project criteria or locations change, a qualified geotechnical engineer should be permitted to determine whether the recommendations must be modified. The findings of such a review will be presented in a supplemental report.

The nature and extent of variations between the borings may not become evident until the course of construction. If such variations are encountered, it will be necessary to reevaluate the recommendations of this report after on-site observations of the conditions.

Our professional services have been performed, our findings derived, and our recommendations prepared in accordance with generally accepted geotechnical engineering principles and practices. This warranty is in lieu of all other warranties either expressed or implied. CT is not responsible for the conclusions, opinions, or recommendations of others based on this data.

Plates

Plate 1.0 Site Location Map
Plate 2.0 Test Boring Location Plan



Site Location Map

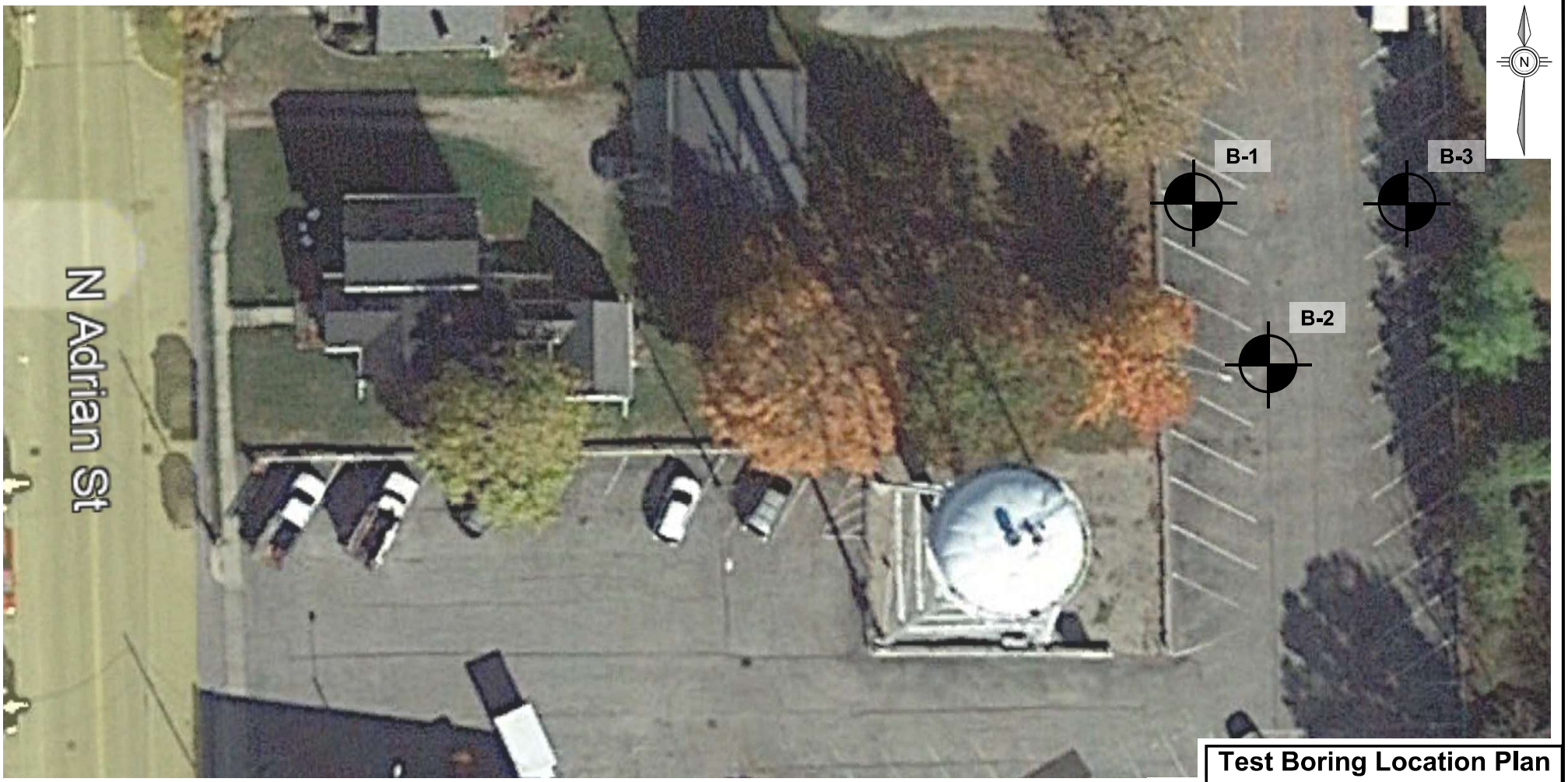
Proposed Elevated Water Tank
Village of Lyons, Ohio

Village of Lyons, Ohio

DRAWN:	IJH 02/17/23
REVISED:	---
Project No.:	220792
Drawing No.:	Plate 1.0

0 2000' 4000'

Notes: Aerial Basemap obtained From Google Earth and dated 03/07/2021



Legend:

B-1

Approximate Test Boring Location

0' 30' 60'

Notes: Aerial Basemap obtained From Google Earth and dated 10/25/2015

Test Boring Location Plan

Proposed Elevated Water Tank
Village of Lyons, Ohio

Village of Lyons, Ohio

DRAWN:	IJH 02/17/23
REVISED:	---
Project No.:	220792
Drawing No.:	Plate 2.0

LEADING THROUGH the next 100 years

APPENDIX A

Logs of Test Borings

CT Consultants, Inc.
1915 N 12th Street
Toledo, Ohio 43624
Telephone: 419-324-2222
Fax: 419-241-1808

BORING NUMBER B-1

CLIENT Village of Lyons
PROJECT NAME Proposed Elevated Water Tank
PROJECT NUMBER 220792
PROJECT LOCATION Lyons, OH
DRILLING CONTRACTOR TTL Associates, Inc. TB EM
RIG NO. D70
GROUND ELEVATION 769 ft
DRILLING METHOD 3-1/4 in. HSA
GROUND WATER LEVELS:
DATE STARTED 1/3/23
COMPLETED 1/3/23
AT TIME OF DRILLING None
LOGGED BY KKC
CHECKED BY IJH
AT END OF DRILLING None
NOTES
0hrs AFTER DRILLING Backfilled w/Cuttings, Chips, and Patch

ELEVATION (ft)	DEPTH (ft)	MATERIAL DESCRIPTION	SAMPLE TYPE NUMBER	RECOVERY % (RQD)	BLOW COUNTS (N VALUE)	UNCONF. COMP. STR. (tsf)	DRY UNIT WT. (pcf)	PL MC LL / SPT N VALUE
	0	ASPHALT - 5 Inches (0.4')						
		CRUSHED STONE - 9 Inches (1.2')	SS 1	67	3-2-3 (5)	0.43	94	21
		Moist Medium Stiff Dark Gray SANDY LEAN CLAY w/Trace Organics (CL) (3.6')						
765	5	Moist Stiff Brown LEAN CLAY w/Sand and Trace Gravel (CL)	SS 2	78	4-6-6 (12)	>4.5		15
		@6': Very Stiff	SS 3	78	10-12-15 (27)	>4.5		17
760	10	@8.5': Very Stiff, Brown/Gray. w/Trace Iron Oxide Stain Seam	SS 4	100	7-12-16 (28)	>4.5		15
755	15	@13.5': Gray	SS 5	100	4-7-9 (16)	3.00		16
750	20		SS 6	100	5-7-10 (17)	3.00		16
745	25		SS 7	89	6-8-10 (18)	3.25		16

PL 20 MC 40 LL 60 80
▲ SPT N VALUE ▲
20 40 60 80

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(Continued Next Page)

CT Consultants, Inc.
1915 N 12th Street
Toledo, Ohio 43624
Telephone: 419-324-2222
Fax: 419-241-1808

BORING NUMBER B-1

CLIENT Village of Lyons **PROJECT NAME** Proposed Elevated Water Tank

PROJECT NUMBER 220792 **PROJECT LOCATION** Lyons, OH

ELEVATION (ft)	DEPTH (ft)	GRAPHIC LOG	MATERIAL DESCRIPTION	SAMPLE TYPE NUMBER	RECOVERY % (RQD)	BLOW COUNTS (N VALUE)	UNCONF. COMP. STR. (tsf)	DRY UNIT WT. (pcf)	PL MC LL 20 40 60 80 ▲ SPT N VALUE ▲ 20 40 60 80
740	30			SS 8	100	5-11-15 (26)	>4.5		14 ● ▲
			31.8'						
735	35		Moist Hard Gray SILTY CLAY w/Sand and Trace Gravel (CL-ML)	SS 9	100	9-15-30 (45)	3.50		14 ● ▲
			35.0' Bottom of hole at 35.0 feet.						

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CT Consultants, Inc.
1915 N 12th Street
Toledo, Ohio 43624
Telephone: 419-324-2222
Fax: 419-241-1808

BORING NUMBER B-2

CLIENT Village of Lyons
PROJECT NAME Proposed Elevated Water Tank
PROJECT NUMBER 220792
PROJECT LOCATION Lyons, OH
DRILLING CONTRACTOR TTL Associates, Inc. TB EM
RIG NO. D70
GROUND ELEVATION 769 ft
DRILLING METHOD 3-1/4 in. HSA
GROUND WATER LEVELS:
DATE STARTED 1/3/23
COMPLETED 1/3/23
AT TIME OF DRILLING 0.4 ft / Elev 768.6 ft
LOGGED BY KKC
CHECKED BY IJH
AT END OF DRILLING None
NOTES
0hrs AFTER DRILLING Backfilled w/Cuttings, Chips, and Patch

ELEVATION (ft)	DEPTH (ft)	MATERIAL DESCRIPTION	SAMPLE TYPE NUMBER	RECOVERY % (RQD)	BLOW COUNTS (N VALUE)	UNCONF. COMP. STR. (tsf)	DRY UNIT WT. (pcf)	PL MC LL / SPT N VALUE
	0	ASPHALT - 5 Inches (0.4')						
		CRUSHED STONE - 7 Inches (1.0')	SS 1	78	3-3-5 (8)	2.50		15
		Moist Medium Stiff Dark Gray SANDY LEAN CLAY w/Trace Organics (CL) (3.3')						
765	5	Moist Stiff Brown LEAN CLAY w/Sand and Trace Gravel (CL)	SS 2	100	4-6-7 (13)	>4.5	114	17
		Moist Hard Gray/Brown LEAN CLAY w/Sand and Trace Gravel (CL) (6.0')	SS 3	100	13-14-17 (31)	3.30	126	14
760	10	Moist Very Stiff Brown/Gray LEAN CLAY w/Sand, Trace Gravel, and Iron Oxide Stain Seam (CL) (8.5')	SS 4	89	9-10-15 (25)	3.50		16
755	15	@13': Stiff, Gray	SS 5	100	3-5-7 (12)	3.00		16
750	20	@18.5': Very Stiff	SS 6	100	5-8-12 (20)	4.25		16
745	25	Moist Hard Gray LEAN CLAY w/Sand and Trace Gravel (CL) (23.7')	SS 7	100	7-17-14 (31)	>4.5		13

PL MC LL
20 40 60 80
▲ SPT N VALUE ▲
20 40 60 80

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CT Consultants, Inc.
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Telephone: 419-324-2222
Fax: 419-241-1808

BORING NUMBER B-2

CLIENT Village of Lyons **PROJECT NAME** Proposed Elevated Water Tank

PROJECT NUMBER 220792 **PROJECT LOCATION** Lyons, OH

ELEVATION (ft)	DEPTH (ft)	GRAPHIC LOG	MATERIAL DESCRIPTION	SAMPLE TYPE NUMBER	RECOVERY % (RQD)	BLOW COUNTS (N VALUE)	UNCONF. COMP. STR. (tsf)	DRY UNIT WT. (pcf)	PL MC LL 20 40 60 80 ▲ SPT N VALUE ▲ 20 40 60 80
			27.5'						
740	30		Moist Very Stiff Gray LEAN CLAY w/Sand and Trace Gravel (CL)	SS 8	100	6-8-11 (19)	>4.5		15
			33.7'						
735	35		Moist Very Stiff Gray SILTY CLAY w/Sand and Trace Gravel (CL-ML)	SS 9	100	10-14-15 (29)	3.00		16
730	40		39.0' Moist Hard Gray SANDY SILT (ML)	SS 10	100	7-25-25 (50)	NI		23
			43.6'						
725	45		Moist Very Stiff Gray LEAN CLAY w/Sand and Trace Gravel (CL)	SS 11	100	6-9-13 (22)	>4.5		15
720	50		50.0'	SS 12	100	5-7-12 (19)	3.75		17
			Bottom of hole at 50.0 feet.						

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CT Consultants, Inc.
1915 N 12th Street
Toledo, Ohio 43624
Telephone: 419-324-2222
Fax: 419-241-1808

BORING NUMBER B-3

CLIENT Village of Lyons
PROJECT NAME Proposed Elevated Water Tank
PROJECT NUMBER 220792
PROJECT LOCATION Lyons, OH
DRILLING CONTRACTOR TTL Associates, Inc. TB EM
RIG NO. D70
GROUND ELEVATION 769 ft
DRILLING METHOD 3-1/4 in. HSA
GROUND WATER LEVELS:
DATE STARTED 1/3/23
COMPLETED 1/3/23
AT TIME OF DRILLING None
LOGGED BY KKC
CHECKED BY IJH
AT END OF DRILLING None
NOTES
0hrs AFTER DRILLING Backfilled w/Cuttings, Chips, and Patch

ELEVATION (ft)	DEPTH (ft)	MATERIAL DESCRIPTION	SAMPLE TYPE NUMBER	RECOVERY % (RQD)	BLOW COUNTS (N VALUE)	UNCONF. COMP. STR. (tsf)	DRY UNIT WT. (pcf)	PL MC LL / SPT N VALUE
	0	ASPHALT - 4 Inches (0.3')						
		CRUSHED STONE - 14 Inches (1.5')	SS 1	78	5-3-4 (7)	1.50		18
		Moist Medium Stiff Dark Gray SANDY LEAN CLAY w/Trace Organics (CL) (2.5')						
765		Moist Stiff Brown LEAN CLAY w/Sand and Trace Gravel (CL)	SS 2	89	2-5-7 (12)	>4.5		15
	5	@4': Very Stiff						
			SS 3	89	9-11-14 (25)	4.58	121	15
760		@8.5': Brown/Gray	SS 4	89	6-10-15 (25)	>4.5		15
	10							
755		@13.2': Stiff, Gray	SS 5	100	4-5-6 (11)	2.00		17
	15							
750			SS 6	100	3-5-6 (11)	4.00		16
	20							
745		@23.6': Very Stiff	SS 7	100	3-7-10 (17)	>4.5		15
	25							

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(Continued Next Page)

CT Consultants, Inc.
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Toledo, Ohio 43624
Telephone: 419-324-2222
Fax: 419-241-1808

BORING NUMBER B-3

CLIENT Village of Lyons **PROJECT NAME** Proposed Elevated Water Tank

PROJECT NUMBER 220792 **PROJECT LOCATION** Lyons, OH

ELEVATION (ft)	DEPTH (ft)	GRAPHIC LOG	MATERIAL DESCRIPTION	SAMPLE TYPE NUMBER	RECOVERY % (RQD)	BLOW COUNTS (N VALUE)	UNCONF. COMP. STR. (tsf)	DRY UNIT WT. (pcf)	PL MC LL 20 40 60 80 ▲ SPT N VALUE ▲ 20 40 60 80
740	30			SS 8	100	6-10-13 (23)	>4.5		15
			32.7' Moist Very Hard Gray SILTY CLAY w/Sand (CL-ML)						
735	35		35.0'	SS 9	100	27-43-50/5"	3.50		18 >>▲
			Bottom of hole at 35.0 feet.						

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APPENDIX B

Legend Key

LEGEND KEY

Unified Soil Classification System Soil Symbols


GW - WELL GRADED GRAVEL Includes Gravel-Sand mixtures, little or no fines.


GP - POORLY GRADED GRAVEL Includes Gravel-Sand mixtures, little or no fines.


GM - SILTY GRAVEL Includes Gravel-Sand-Silt mixtures.


GC - CLAYEY GRAVEL Includes Gravel-Sand-Clay mixtures.


SW - WELL GRADED SAND Includes Gravelly Sands, little or no fines.


SP - POORLY GRADED SAND Includes Gravelly Sands, little or no fines.


SM - SILTY SAND Includes Sand-Silt mixtures.


SC - CLAYEY SAND Includes Sand-Clay mixtures.


ML - SILT Includes Silt with Sand and Sandy Silt.


CL - LEAN CLAY Includes Sandy Lean Clay and Lean Clay with Sand and Gravel.


MH - ELASTIC SILT Includes Sandy Elastic Silt and Elastic Silt with Sand.


CH - FAT CLAY Includes Sandy Fat Clay and Fat Clay with Sand.


CL-ML - SILTY CLAY Includes Clayey Silt of low plasticity.


OL - ORGANIC SILT and ORGANIC CLAY of low plasticity.


OH - ORGANIC SILT and ORGANIC CLAY of medium to high plasticity.


Pt - PEAT Includes humus, swamp and other soils with high organic content.


FILL MATERIAL - Includes controlled and non-controlled soil and non-soil materials.


TOPSOIL


ASPHALT - Bituminous Asphalt


CONCRETE - Includes broken concrete rubble.

Sample Symbols


SS - Split Spoon


ST - Shelby Tube


RC - Rock Core


GS - Geoprobe Sleeve


AU - Auger Cuttings


GB - Grab

Notes:

1. Exploratory borings were drilled on January 3, 2023. The borings were advanced utilizing 3¼ -inch inside diameter hollow-stem augers.

2. These logs are subject to the limitations, conclusions, and recommendations in the report and should not be interpreted separate from the report.

3. The borings were located in the field by CT within the footprint of the proposed tank location.

4. Ground Surface Elevations were depicted from Google Earth and reported to the nearest foot.

5. Unconfined Compressive Strength (tsf):
   NI = Not Intact

100 YEARS
LEADING THROUGH
the next 100 years
www.ctconsultants.com

APPENDIX C

Tabulation of Laboratory Test Data

CT Consultants, Inc.
1915 N 12th Street
Toledo, Ohio 43624
Telephone: 419-324-2222
Fax: 419-241-1808

SUMMARY OF LABORATORY RESULTS

CLIENT Village of Lyons **PROJECT NAME** Proposed Elevated Water Tank

PROJECT NUMBER 220792 **PROJECT LOCATION** Lyons, OH

Borehole	Depth	Liquid Limit	Plastic Limit	Plasticity Index	Maximum Size (mm)	%<#200 Sieve	Class-ification	Water Content (%)	Dry Density (pcf)	Satur-ation (%)	Void Ratio
B-1	1.0							20.6	93.5		
B-1	3.5							15.3			
B-1	6.0							16.8			
B-1	8.5							15.1			
B-1	13.5							16.0			
B-1	18.5							16.3			
B-1	23.5							16.3			
B-1	28.5							13.8			
B-1	33.5							14.5			
B-2	1.0							15.5			
B-2	3.5	28	19	9	9.5	74	CL	16.6	114.4		
B-2	6.0							13.5	125.5		
B-2	8.5							16.3			
B-2	13.5							16.0			
B-2	18.5							15.6			
B-2	23.5							12.7			
B-2	28.5							15.3			
B-2	33.5							16.3			
B-2	38.5							23.4			
B-2	43.5							14.8			
B-2	48.5							17.3			
B-3	1.0							18.1			
B-3	3.5							15.3			
B-3	6.0							15.0	120.9		
B-3	8.5							14.9			
B-3	13.5							16.9			
B-3	18.5							15.9			
B-3	23.5							15.1			
B-3	28.5							14.6			
B-3	33.5							17.8			

LAB SUMMARY 2328501.GPJ GINT US LAB.GDT 2/20/23

APPENDIX D

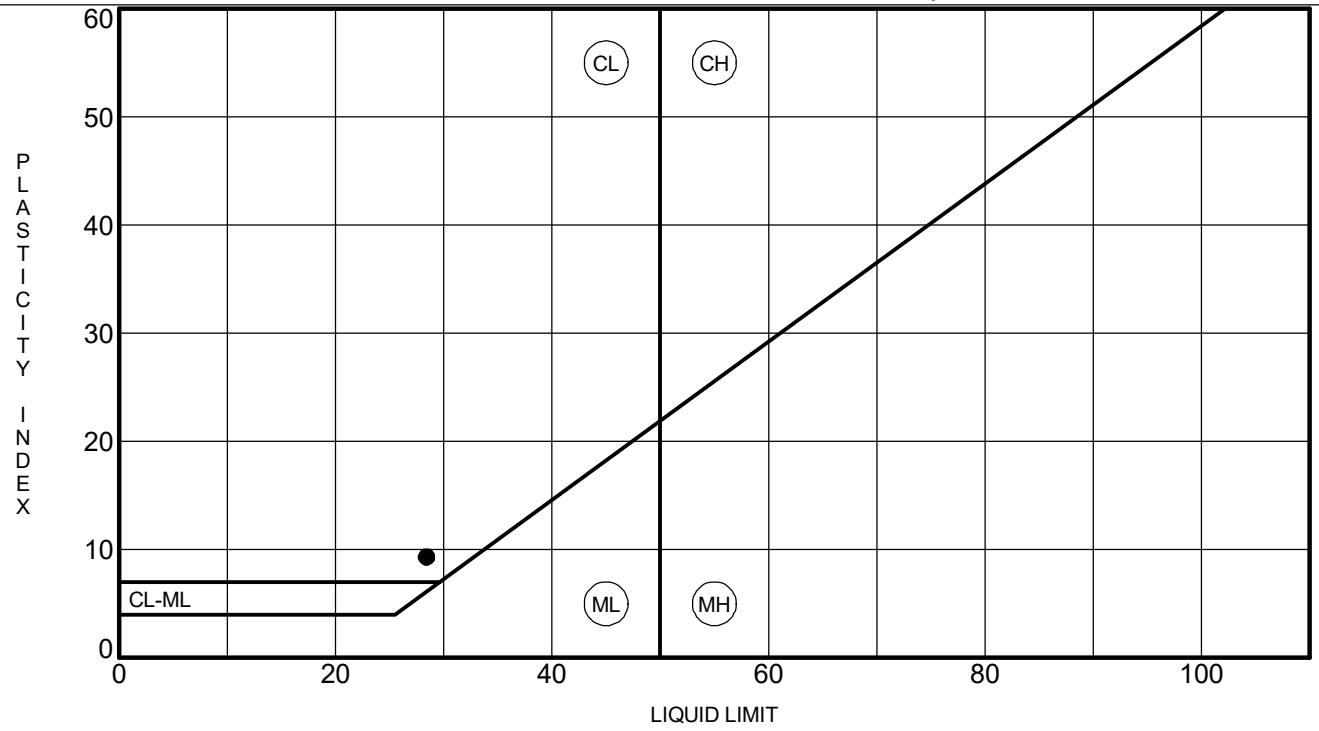
Laboratory Test Results

CT Consultants, Inc.
1915 N 12th Street
Toledo, Ohio 43624
Telephone: 419-324-2222
Fax: 419-241-1808

ATTERBERG LIMITS' RESULTS

CLIENT Village of Lyons **PROJECT NAME** Proposed Elevated Water Tank

PROJECT NUMBER 220792 **PROJECT LOCATION** Lyons, OH



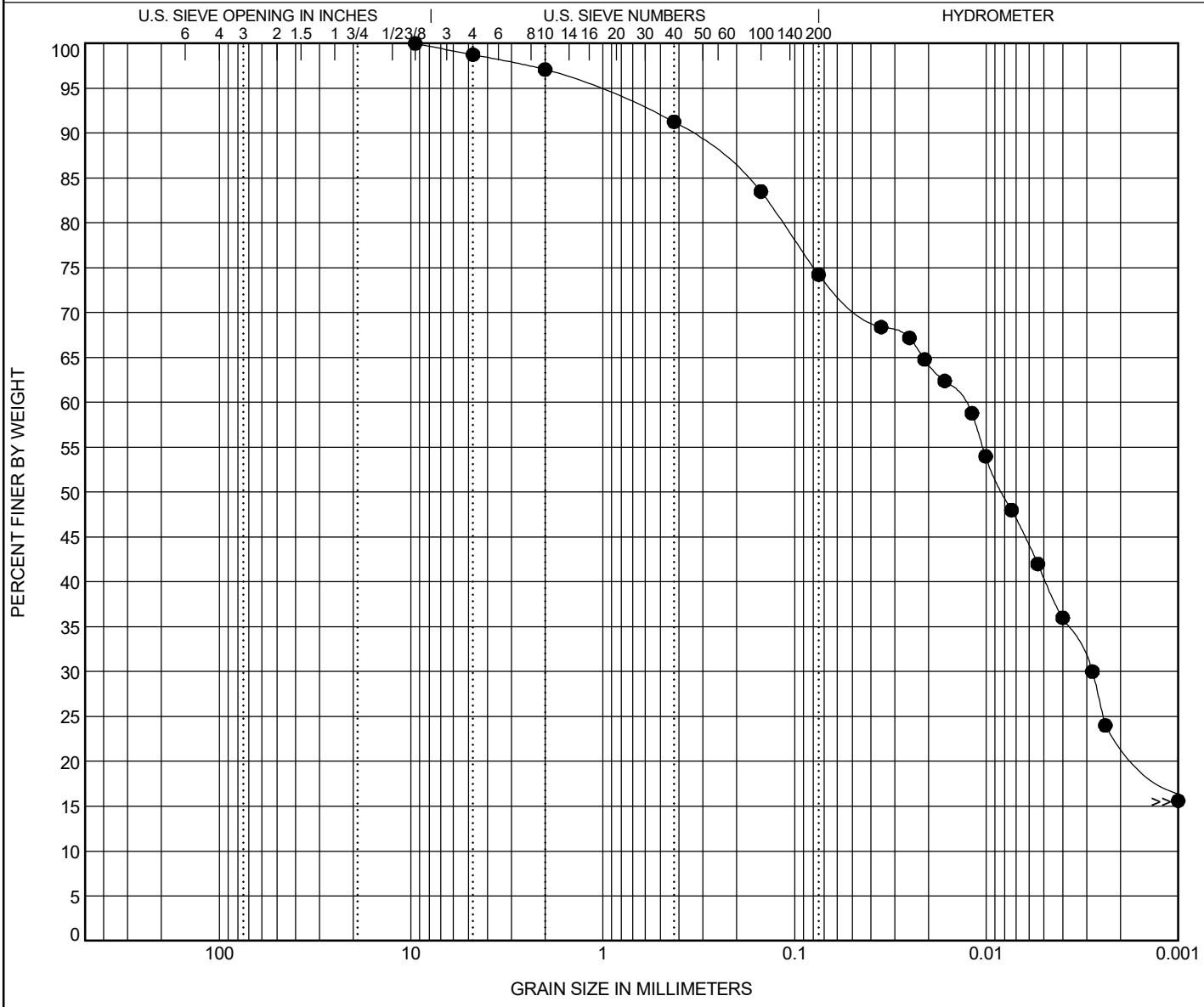
	Specimen Identification		LL	PL	PI	Fines	Classification
●	**B-2**	**3.5**	**28**	**19**	**9**	**74**	**LEAN CLAY with SAND (CL)**

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Fax: 419-241-1808

GRAIN SIZE DISTRIBUTION

CLIENT Village of Lyons **PROJECT NAME** Proposed Elevated Water Tank

PROJECT NUMBER 220792 **PROJECT LOCATION** Lyons, OH



COBBLES	GRAVEL		SAND			SILT OR CLAY
	coarse	fine	coarse	medium	fine	

	Specimen Identification		USCS Classification	LL	PL	PI	Cc	Cu
●	**B-2**	**3.5**	**LEAN CLAY with SAND (CL)**	**28**	**19**	**9**		

	Specimen Identification		D100	D60	D30	D10	%Gravel	%Sand	%Silt	%Clay
●	**B-2**	**3.5**	**9.5**	**0.013**	**0.003**		**1.3**	**24.5**	**33.8**	**40.5**

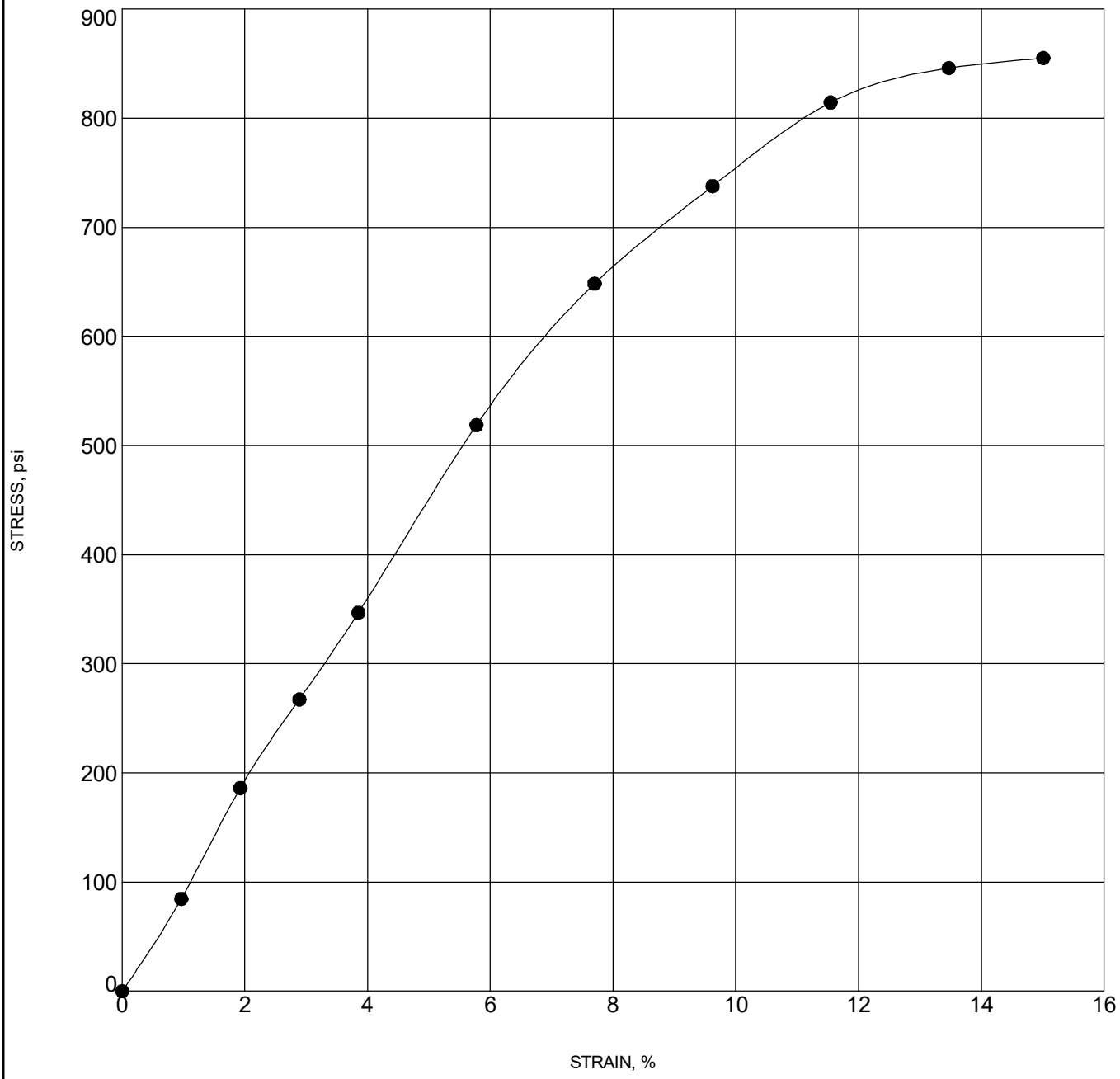
GRAIN SIZE 2328501.GPJ GINT US LAB.GDT 2/20/23

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Toledo, Ohio 43624
Telephone: 419-324-2222
Fax: 419-241-1808

UNCONFINED COMPRESSION TEST

CLIENT Village of Lyons **PROJECT NAME** Proposed Elevated Water Tank

PROJECT NUMBER 220792 **PROJECT LOCATION** Lyons, OH



	Specimen Identification		Classification	γ_d	MC%
●	**B-1**	**1.0**		**94**	**21**

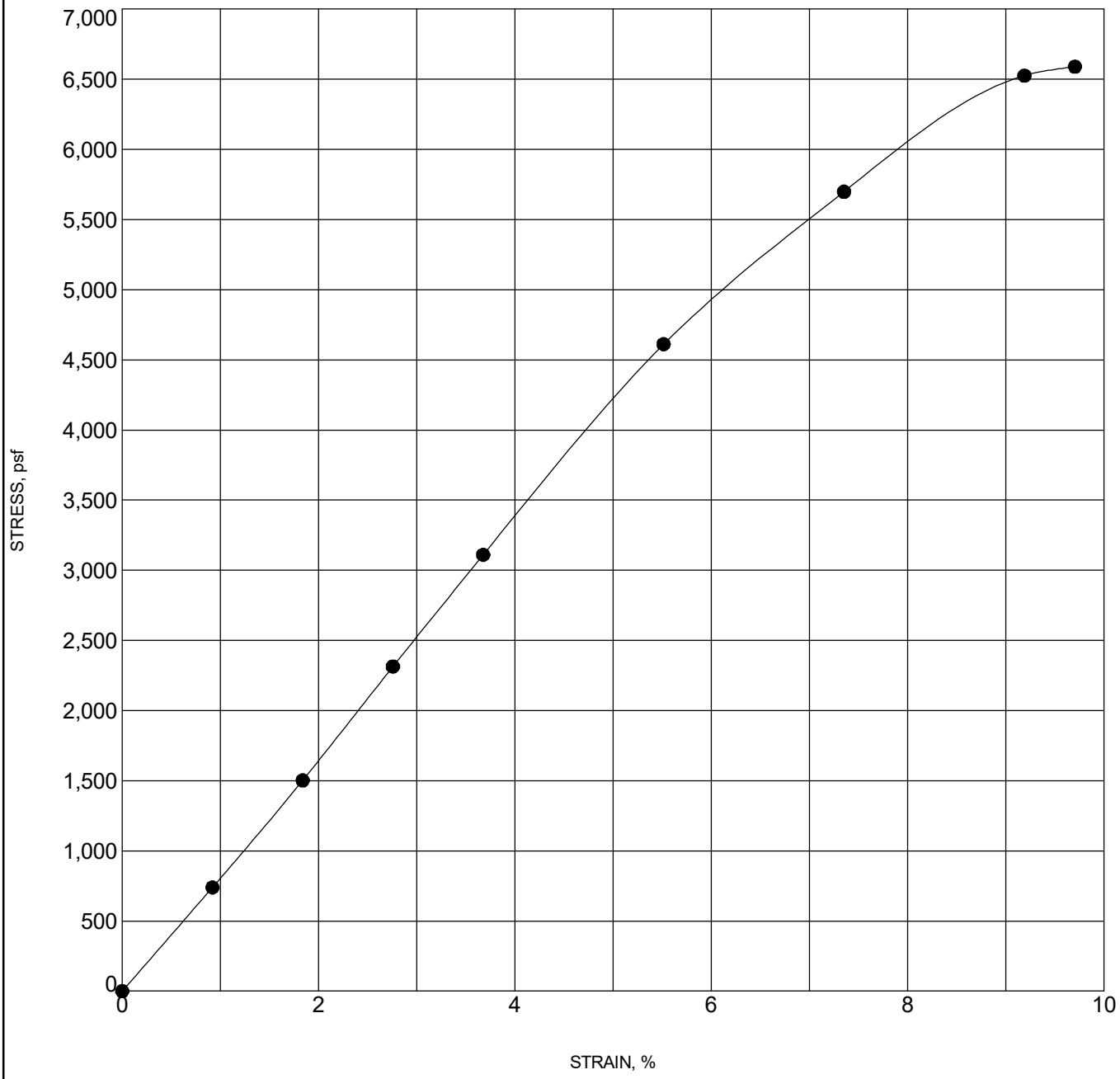
UNCONFINED 232801.GPJ GINT US LAB.GDT 2/20/23

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Toledo, Ohio 43624
Telephone: 419-324-2222
Fax: 419-241-1808

UNCONFINED COMPRESSION TEST

CLIENT Village of Lyons **PROJECT NAME** Proposed Elevated Water Tank

PROJECT NUMBER 220792 **PROJECT LOCATION** Lyons, OH



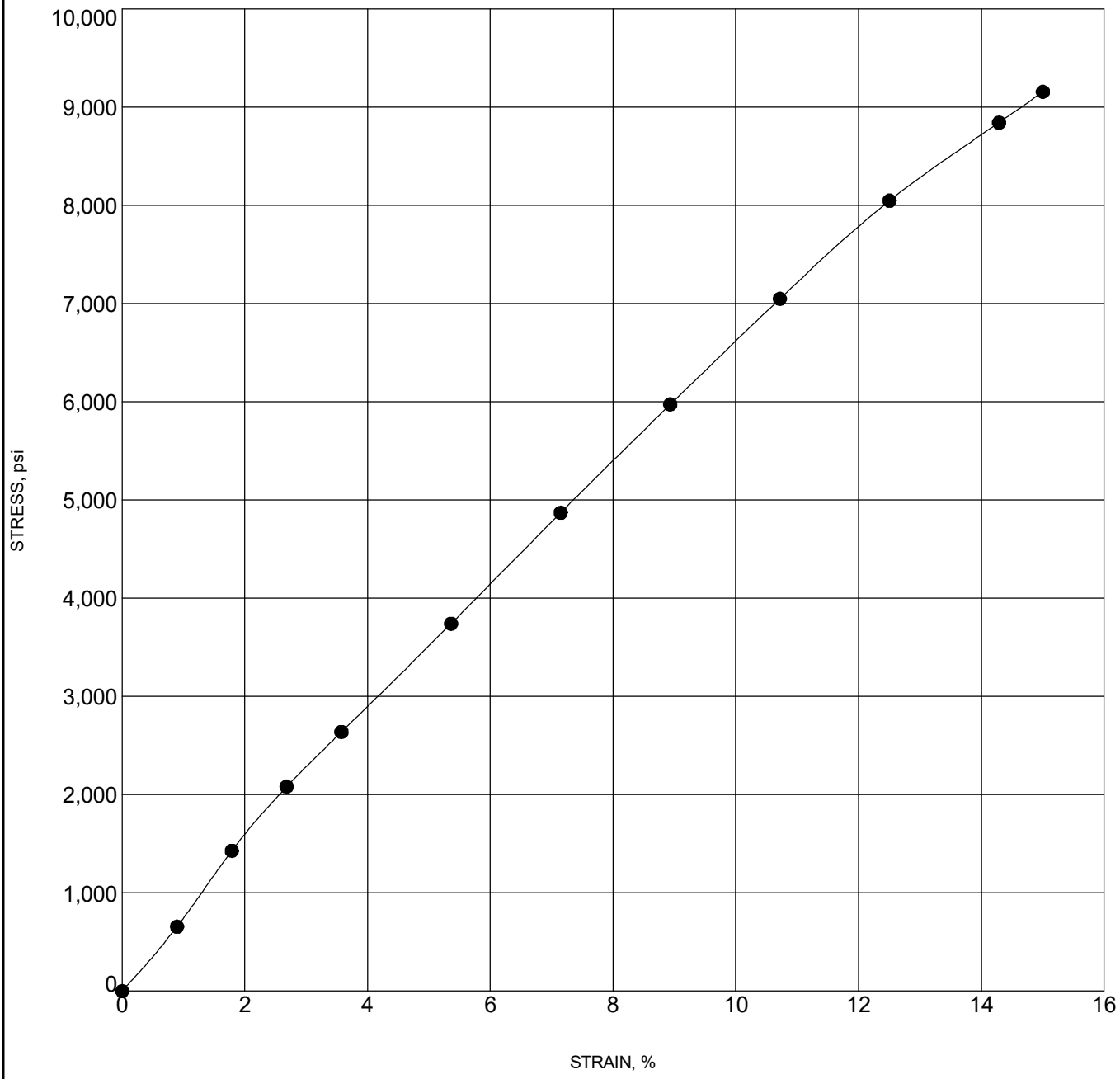
Specimen Identification		Classification	γ_d	MC%
● B-2	6.0		126	14

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UNCONFINED COMPRESSION TEST

CLIENT Village of Lyons **PROJECT NAME** Proposed Elevated Water Tank

PROJECT NUMBER 220792 **PROJECT LOCATION** Lyons, OH



Specimen Identification		Classification	γ_d	MC%
● **B-3** **6.0**			**121**	**15**

UNCONFINED 232801.GPJ GINT US LAB.GDT 2/20/23

Lyons Ohio

TTHM Stage 2

all results are ug/l

80 ug/l average limit

Water Tower DS201

Date	Result	Average	OEL
2/8/2018	70	44	
5/8/2018	40.9	46.8	
8/9/2018	57.9	50.9	
11/8/2018	40.8	52.4	
2/8/2019	45.7	46.3	
5/8/2019	34.4	44.7	
8/8/2019	33.4	38.6	
11/11/2019	36.9	37.6	
2/11/2020	49.3	38.5	
5/8/2020	28.7	37.1	
8/11/2020	33.4	37.1	
11/10/2020	36.9	37.1	
2/9/2021	77.6	44.2	
5/10/2021	27.7	43.9	
8/10/2021	43.7	46.5	
11/9/2021	39.7	47.2	
2/9/2022	69.9	45.2	
5/9/2022	19.7	43.3	
8/9/2022	49.7	**44.8**	

Pump House DS202

Date	Result	Average	OEL
2/8/2018	62.7	46.7	
5/8/2018	59.6	55.6	
8/9/2018	93.3	63	77
11/8/2018	91.6	76.8	**84**
2/8/2019	56.8	75.3	74.6
5/8/2019	53.8	73.9	64
8/8/2019	54.5	64.2	
11/11/2019	52.5	54.4	
2/10/2020	56.9	54.4	
5/8/2020	53	54.2	
8/11/2020	51.9	53.6	
11/10/2020	50.5	53.1	
2/9/2021	79	58.6	
5/10/2021	63.3	61.2	
8/10/2021	63	64	67
11/8/2021	92.6	74.5	77.9
2/8/2022	62.5	70.4	
5/9/2022	44.1	65.6	
8/9/2022	90.9	**72.5**	72.1

AQUA-LINE

- LEAK DETECTION SERVICES -

1-888-GET LEAK

NORTHEAST WATER SYSTEM

	8871 ST RT 120	251 MILL ST.
2-12-20	55.0	64.1
5-8-20		
8-		
11-9-20	26.7	40.4
2-10-21	18.9	27.0
5-10-21	47.7	33.3
8-11-21	70.9	82.8
11-9-21	72.6	95.5
2-9-22	116.0	55.7
5-11-22	17.3	16.9
8-10-22	92.4	103

TOLL FREE 1-888-GET LEAK (888-438-5325)

FAX: 419-424-0510 • www.aqua-line-inc.com

SECTION 269001 –SCADA AND TELEMETRY SYSTEM _A

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. General. Drawings and general provisions of the contract, including General and Supplementary Conditions and Division 1 Specifications, apply to this section.

B. Related Sections include the following:

1. Division 01 – General Requirements
2. Division 26 – Electrical Specifications

1.2 DESCRIPTION OF WORK

A. This specification details the provisions for the pump station control system including the following (see also Y-series drawings):

1. The existing Telemetry/SCADA is being relocated from the existing old water tower to the new water tower, once the new tower has been disinfected and ready for service.
2. Contractor and Integrator are to coordinate with the Village to reconnect existing control/monitoring equipment set-up at the new tower base and verify booster station operations for the existing tower are to be reconnected to the new tower.

B. Provisions for new equipment:

1. New equipment is not anticipated as part of this design. However, if new equipment is required the remainder of these specifications would govern.
2. The cost for new equipment has not been included in this design. If new equipment were to be required, and appropriate change order would be executed at that time.

1.3 GENERAL REQUIREMENTS

A. The specifications and drawings outline certain characteristics of the monitoring and control system but do not set forth all the details of system design and the various functions and equipment required. All equipment shall be complete with all necessary software, accessories, and appurtenances required for a properly operating system including all items recommended by respective manufactures and not herein specified.

B. The Contractor shall assume complete system responsibility through a system integrator, and provide all necessary coordination with any and all subcontractors.

C. The Contractor shall coordinate the work of the system integrator for the installation, interconnection, testing, and calibration of the instruments, and the scheduling of the system integrator’s personnel. The system integrator shall be responsible for assuring that this equipment properly meets the functional intent of the specifications. Substitutions on functions specified are subject to review and approval.

D. The system integrator shall be required to demonstrate a minimum of five years recent, past experience in the design, integration, and commissioning of SCADA, instrumentation and control system, at least five projects of comparable size, type, and complexity to the proposed project.

E. The system integrator shall have in his employ the capable personnel for detailed engineering, coordination, drafting, procurement and expediting, scheduling construction, testing, inspection, installation, start-up service for calibration and commissioning, and warranty compliance for the period specified.

1.4 QUALITY ASSURANCE

A. Codes and Standards. Perform all work in compliance with applicable requirements of governing agencies having jurisdiction and in accordance with the plans and as specified herein.

1. National Electrical Manufacturers Association (NEMA) Compliance.
2. National Electric Code (NEC) Compliance.
3. Instrument Society of America (ISA).
4. Institute of General Construction and Electronic Engineers (IEEE).
5. Underwriters' Laboratories, Inc. (UL) Compliance and Labeling. Comply with provisions of UL safety standards pertaining to process controller equipment. Provide products and components which have been UL listed and labeled.

1.5 SUBMITTALS

A. Submit shop drawings if new RTU panels, networking equipment, and information on the proposed server/operator work-station hardware and software is required.

1.6 TESTING AND TRAINING REQUIREMENTS

A. Job Site Demonstration

1. Following final installation and calibration of the system, the Integrator shall perform a demonstration of system performance. Satisfactory performance shall require the system to perform control functions, monitoring and display functions, alarming, and printout functions for a period of not less than one (1) month of continuous operation. During this demonstration, any system failure or software-related problem shall be corrected and the demonstration resumed. Acceptance of the control system by the Owner shall require that the system operates continuously for a period of one (1) month without non-field or field repairable hardware or software interruption. Substantial completion shall not be awarded until after the Integrator has successfully completed the above required test.

B. System Calibration and Start-up

1. The Integrator shall provide the initial calibration and startup of the control system by providing personnel to perform the following:
    a. Supervise the installation and verify the final connections of all new signal wiring to and from the control system.
    b. Perform all hardware calibration and diagnostic tests, and make all necessary equipment connections.
    c. Perform all configuration system tests, including diagnostics.
    d. Perform the acceptance test as described in the "Job Site Demonstration" section of this specification.
    e. Test the operation of the Communications Control System and Input/Output Subsystem.

1.7 NEW EQUIPMENT/SIGNALS FOR INTEGRATION

A. See E and Y-series drawings for detailed description of proposed signals.

B. Contractor is responsible for all instrumentation, control, and data wiring associated with the I/O shown on Y-series drawings. Verify all wire counts with approved shop drawings and terminate per System Integrator's instructions.

C. Unless otherwise noted on drawings, utilize the following specifications for i&c wiring:

- For each Digital Input or Output provide a pair of #14 copper wires (multiconductor cable of lower gauge is acceptable when utilizing 24V signaling)
- For each Analog Input or Output provide a 2-conductor #18 twisted shielded cable
- For each Ethernet Data Connection provide a CAT5E or CAT6 shielded cable.

1.8 SCADA AND PLC PROGRAMMING – GENERAL PROVISIONS

A. The SCADA computer human/machine interface (HMI) shall be configured to allow the operators to perform data acquisition functions such as report generation, alarm management, trending, graphic presentation of process in real-time basis and control functions such as equipment on/off, set point changes, etc. for the process equipment. The computer shall also allow the override functions of control blocks upon the operator's command. Failure of the SCADA computers shall not interrupt the operation of the PLC system in performing control and monitoring functions.

B. The SCADA system shall allow the plant personnel to monitor all associated processes and to change set points as required. It shall also provide status conditions, alarm conditions, display of trend and selected loop display. The system shall perform totalizing the recording functions of selected process variables.

C. The system shall have the capability of storing all new process variables such as pressure, flow and level and shall provide either daily, weekly, or monthly printouts as selected by the operator. Status conditions, display of trends and selected loop display shall be provided.

D. It shall be possible to manually toggle the “Out of Service” status within the SCADA system for all of the process equipment, instrumentation and areas.

E. For those processes that include automated operation, as described below, manual remote operation shall always also be allowed. Toggling between manual and automatic operation shall be possible on the related control screen.

1.9 FUNCTIONAL DESCRIPTION

A. The following set of control descriptions will be incorporated into the proposed SCADA System by the system integrator. The existing descriptions for the tower will be utilized. The new tower is at the same location hydraulically and will utilize same levels as existing tower. The system integrator shall work with the Village Operator to determine if any change in tower level controls are deemed necessary. The system integrator shall modify this document as required to accommodate actual approved equipment shop drawings.

PART 2 - PRODUCTS

2.1 SYSTEM HARDWARE

A. General Panel Requirements

1. Panels shall be completely fabricated, equipment installed, and wired in the manufacturer's factory. All wiring shall be completed and tested prior to shipment. All external connections shall be by way of numbered terminal blocks. Panels shall be UL listed, standard construction, as manufactured by Hoffman or approved equal.

2. In addition to all NEMA standards, the panel shall conform to NEC Article 409 and to the following requirements:
   a. Minimum metal thickness shall be 14-gauge.
   b. All doors shall be rubber-gasketed with continuous hinge.
   c. Wherever practical, enclosures shall be a manufactured item.
   d. All panels manufactured or fabricated shall be summarized, and the summary together with catalog cuts and/or shop drawings shall be submitted to the Engineer for review and marked by the Engineer to the effect that resubmittal is not required prior to purchase or fabrication.
   e. Smaller panels shall be so sized as to adequately dissipate heat generated by equipment mounted in or on the panel.
   f. Where panels are mounted outside or in unheated areas, they shall be provided with thermostatically controlled heaters that will maintain their inside temperature above 40 F.
   g. Provide a door switch controlled, LED light and a breaker protected, 120 V 15A amp duplex receptacle within panel.

B. Panel Electrical

1. Power Distribution Within Panels
   a. Each panel will be provided with a 120V ac, 60-Hz feeder circuit from the associated circuit breaker distribution panel provided under Electrical. On

each panel, make provisions for feeder circuit conduit entry and provide a terminal board for termination of the wires. Panel shall have a surge protection device.

b. Provide master circuit breaker and a circuit breaker on each individual circuit distributed from the panel as shown. The circuit breakers shall be grouped on a single subpanel. Provide subpanel placement so that there is a clear view of and access to the breakers when the door is open. Opening the main breaker will interrupt all 120 VAC circuits (there shall be no 120 VAC on terminal blocks from remote devices).

C. Wiring

1. All electrical wiring shall be in accordance with the applicable requirements of the NEC. Wires shall be 600-volt class, PVC insulated stranded copper and shall be of the sizes required for the current to be carried, but not below 12 AWG enclosed in either sheet metal raceway or plastic wiring duct. Wiring for 4 to 20 mA signal circuits shall be twisted shielded pairs not smaller than No. 18 AWG, and be separated at least 6 inches from any power wiring.

2. All interconnecting wires between panel mounted equipment and external equipment shall be terminated at numbered terminal blocks.

3. All panel wiring shall be routed in plastic raceway as manufactured by Carlon or equal.

D. Terminal Blocks

1. Terminal blocks shall be one-piece molded plastic blocks with screw type terminals and barriers rated for 300 volts. Terminals shall be double sided and supplied with removable covers to prevent accidental contact with live circuits. Terminals shall have permanent, legible identification, clearly visible with the protective cover removed.

2. Wires shall be terminated at the terminal blocks with crimp type, pre-insulated, ring-tongue lugs. Lugs shall be of the appropriate size for the terminal block screws and for the number and size of the wires terminated.

3. Terminal blocks shall be Allen-Bradely Bulletin 1492, Style CD-3 or approved equal.

E. PLC

1. The PLC shall include memory and software to allow customer configurable programming in the field. Reprogramming shall be either by downloading from the SCADA computer over the communications channel or through the use of the programming unit to all PLC's.

2. The PLC shall control its local process through the use of an integral processor and modular real-time process control software.

3. The PLC shall be capable of communicating with the master PLC in continuous polling mode and shall be provided with built-in communication modem.

4. The PLC shall have the ability to have its programming and configuration software updated or replaced by download through the network communications port; either locally, or remotely (via the network) without local operator intervention.

5. The PLC shall perform all on-line local control functions by means of a control program maintained within the unit's memory. In the event of a system or communications failure, it shall continue to control its assigned process and shall store all necessary data for transmission when communication resumes.

6. Each PLC shall be supplied with the sufficient number of I/O modules per the approved I/O schedule plus 10% spare capacity. All analog inputs shall be fully isolated differential types, capable of rejecting General Construction interference normally associated with industrial equipment including, but not limited to, transformers, motor starters contactors, and General Construction heaters. The analog outputs shall be configured for current loop operation (4-20 mA).

F. PLC Software:

1. PLC software shall consist of automatic analog monitoring logic, operator interface logic, alarm logic, and computer interfaces.

2. PLC software shall include arrangement of storage registers to hold necessary data to update displays, initiate alarms, and store comments and set points from the data input device. The data shall be organized to provide optimum data transmission time and system response time.

3. All PLC software shall be written in an easily understandable, organized manner resulting in efficient use of memory and rapid scan time.

4. The system shall be configured to ensure that all controlled variables and output signals are updated at an interval not greater than once every half-second.

G. Lightning/Surge Protection:

1. General:
   a. Lightning/surge protection shall be provided to protect the electronic instrumentation system from induced surges propagating along the signal and power supply lines. The protection systems shall be such that the protective level shall not interfere with normal operation.

2. Signal line:
   b. All signal lines shall be protected through the use of UTB protectors. These shall be provided at both ends of the signal lines and as close to the instruments as possible.

2.2 SCADA SERVER/ OPERATOR STATION

A. The operator station shall consist of Desktop PC and existing printer. Provide all misc. hardware and software required for a complete and functioning system.

B. The operator station Desktop PC/SCADA Server shall be the most current state of the art equipment (as approved by owner) as required for latest software to operate properly and as a minimum have the following:
   1. Processor - Intel 3.0GHz, Quad Core
   3. Memory – 16 GB DDR4
   4. Keyboard and Mouse - wireless
   5. Internal Hard drive – RAID1 (2x500 GB Solid State Drive)
   6. Monitor – (1) 27” Full HD

C. The SCADA system functions shall include as a minimum the following:
   1. Allow operators to precisely monitor and control plant processes.
   2. Allow operators to manage unlimited alarm areas, alarming priorities and remote management of alarms.
   3. Collect and manage data, store historical data, export data to and from data base, and distribute data to reports.
   4. Trend both historical and real time data.
   5. Define levels of secure authorization to various users and operators.

E. Software
   1. The following software packages shall be provided:
      a. SCADA software – VTScada, FactoryTalk or equal; minimum 1000 points; capable of remote access to the SCADA screens through web browser interface of a mobile device.
      b. Alarm Callout - Win911 Pro
      c. Custom Reports – XL Reporter Professional
   2. All software packages shall be compatible with the hardware and operating system specified.

2.3 UNINTERRUPTIBLE POWER SUPPLY (UPS)

A. Control Panel shall be protected electrically by an on-line UPS. During normal operation the UPS shall convert line power into clean, regulated, on-line, computer grade power. When line power is unacceptable or gone completely, the UPS shall have battery backup to create pure sine wave power with no interruption to the computer.

2.4 ETHERNET SWITCHES

A. The system integrator shall provide industrial ethernet switch/firewall as manufactured by NTRON or approved equal.

B. Provide switch complete with power supply, ups, and enclosure for wall mounting.

2.5 SYSTEM SOFTWARE

A. General:
   1. The system supplier shall provide all programming necessary to provide a full operational system for the new process equipment. Software configuration

required shall consist of all programs and systems necessary to perform the functions specified.

2. The Contractor, via the supplier, shall assume complete responsibility for successful operation of the system. All programs shall be completely debugged and operable prior to the delivery of the system equipment.

3. System software shall provide for addition, modification, or deletion of application detail without interruption of the processes.

B. Alarm System:

1. The alarm system shall monitor and report all alarm conditions from new equipment and systems. Alarms and return-to-normal transition reports from the remote process controllers shall be collected at the operator's console. Upon receipt of these alarm reports, the console shall perform several automatic operations, which provide an interface for allowing the operator to interact with these alarm conditions.

2. Alarm classes shall be established at system configuration for those analog or logical signals that are assigned alarm limits, marginal or failed communication link and failure of a hardware device such as input/output module or other major devices. The alarm system will have three classes of alarms; critical, non-critical and process.

3. An audible alarm shall be activated whenever the operator's console receives an alarm report that must be acknowledged by the operator. To silence the audible alarm, the operator depresses the audible silence function key on the work station keyboard. Silencing the alarm, however, does not constitute alarm acknowledgement.

C. Real-time Trending:

1. Real-time trend displays shall plot samples of the selected points in an x-y format. A trend page shall consist of at least four trend plots with each plot using its unique color. The user shall be able to request exact numeric values for any point in the trend by moving an arrow to the point in the graphic.

2. Trends shall be offered in line, bar and text form.

3. Provisions shall be made so that the points and scan frequency shall be assignable by the operator from display.

D. Historical Trending:

1. Provisions shall be made for storing historical data and to recall that data for historical trending and display purposes.

2. Capability to average values to permit longer trending periods shall be provided.

3. The signal, its remote name, as well as maximum, minimum, and engineering units shall be displayed.

E. Display System: Displays will include all process equipment and systems.

1. The system shall be designed to provide for the display of process equipment. These displays shall be the primary means by which real time process information shall be presented to the operator at the operator's console. The displays shall be generated by collecting data from the PLCs.
2. The displays of process graphics are to be configured during the shop drawing phase of the work in conjunction with the Owner and Engineer.
3. All graphic pictures and characters must be editable by the operator from the operator station while the system remains on line. Graphic pages shall be called to the screen by their number, name, or from a menu of available pages.
4. Graphic editor must be menu driven, and contain standard geometric symbols, and making creation, modification, and copying of graphics a simple task.
5. An alarm history display shall be provided which allows the operator to examine the current alarm conditions throughout the entire system. Al alarms shall be logged on the alarm printer when they are received, and when they return to normal.
6. The alarm system shall execute three operations whenever an alarm report is received.
    a. An audible alarm shall be actuated if the alarm report must be acknowledged by the operator.
    b. Alarms with a priority of "critical," "non-critical," or "process" shall be added to the alarm history buffer.
    c. All alarms are logged on the alarm printer. Alarm information shall be conveyed by changing color of the single value as following:
        1) Flashing Green – Unacknowledged Normal
        2) Steady Green – Acknowledged Return to Normal
        3) Flashing Red – Unacknowledged Alarm
        4) Steady Red – Acknowledged Alarm
7. The most recent alarm reports in the alarm history file shall be presented on the display monitor.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Prior to all work of this section, carefully inspect the existing facilities and installed work of all other trades and verify that all such work is complete to the point where installation may properly commence.

B. The equipment shall be installed in accordance with the system integrator's instruction and located as shown on the drawings, or as approved by the Engineer. Local General Construction shutoffs for power supplies to equipment shall be provided.

C. Discrepancies:

1. In the event of a discrepancy, immediately notify the Engineer.
2. Do not proceed with installation in areas of discrepancy until all such discrepancies are have been fully resolved.

3.2 SYSTEM INTEGRATOR'S SERVICES

A. The system integrator shall furnish the services of the serviceman, all special tools, calibration equipment and labor required for the following:

1. Checking the installation of all components before power is applied.

2. Placing the software and hardware into operation and making necessary adjustments.

B. Should the equipment fail to operate in accordance with the specifications and manufacturer’s data, corrective measures shall be taken by the System Integrator or the defective equipment shall be removed and replaced with equipment which will satisfy the specified conditions.

C. When all required approvals of this portion of the work have been obtained, and at a time designated by the Owner, thoroughly demonstrate to the Owner’s personnel the operation and maintenance of all items installed under the work of this section.

3.3 INSPECTION

A. Installation: Supervision and assistance to ensure that proper procedures are following during installation of the system.

B. Start-up: Energize and verify correct and satisfactory operation of all components of the system. This operation shall include verification of the accuracy of all inter-equipment wiring.

C. Subsystem Commissioning: Place into operation all component subsystems. This operation shall include loading and placing into operation all software and calibration of all system inputs and outputs. Simulation of system inputs and outputs that are not operational during this subsystem commissioning phase shall be allowed provided that all of these simulated inputs/outputs shall be subsequently verified during the system commissioning operation.

END OF SECTION 269001

SECTION 331113.01 – WATER UTILITY DISTRIBUTION SYSTEM

PART 1 – GENERAL

1.1 SUMMARY

A. Furnishing all labor, materials, tools, equipment, and services for all waterlines as shown on the Drawings.

B. Although such is not specifically indicated, furnish and install all supplementary or miscellaneous items, appurtenances and devices incidental to or necessary for a functional and complete installation.

1.2 RELATED DOCUMENTS AND SECTIONS

A. Drawings and general provisions of the Contract, including General Conditions, Supplementary Conditions (if included), and Division 1 Specifications Sections, apply to this Section.

B. Section 013543 – Environmental Protection

C. Section 013319 – Field Testing Reporting

D. Section 016600 – Product Handling and Protection

E. Section 031000 – Earthwork

1.3 PRODUCTS INSTALLED BUT NOT FURNISHED UNDER THIS SECTION

A. Granular pipe bedding and cover material specified in Section 310000 – Earthwork.

B. Special backfill material specified in Section 310000 – Earthwork.

1.4 DEFINITIONS

A. Bedding: Material placed under, beside and directly over pipe for the full width of the trench up to a distance of 6 inches over the top of the pipe barrel prior to subsequent backfill operations.

1.5 SUBMITTALS

A. Manufacturer's Affidavit: The manufacturer shall furnish an affidavit indicating that all pipe, fittings, valves, fire hydrants, and appurtenances have been manufactured and tested in accordance with the requirements of the applicable referenced Standards. A copy of the affidavit indicating the Project on which the material is to be used, shall be forwarded to ENGINEER prior to construction.

B. Method of construction with detailed drawings and written descriptions of the entire construction procedure to insert the pipe, and connections to water services, fire hydrants, and intersecting water mains. Drawings shall show, but are not limited to, excavation locations, access pits, dimensions, shoring, method of dewatering, adjacent utilities, and traffic control.

1.6 REFERENCES

A. AWWA C104 - Cement-Mortar Lining for Ductile-Iron Pipe and Fittings

B. AWWA C105 - Polyethylene Encasement for Ductile-Iron Pipe Systems

C. AWWA C110 - Ductile-Iron and Gray-Iron Fittings

D. AWWA C111 - Rubber-Gasket Joints for Ductile-Iron Pressure Pipe and Fittings

E. AWWA C116 - Protective Fusion-Bonded Coatings for the Interior and Exterior Surfaces of Ductile-Iron and Gray-Iron Fittings

F. AWWA C150 - Thickness Design of Ductile-Iron Pipe

G. AWWA C151 - Ductile-Iron Pipe, Centrifugally Cast

H. AWWA C153 - Ductile-Iron Compact Fittings

I. AWWA C213 - Fusion-Bonded Epoxy Coatings and Linings for Steel Water Pipe and Fittings

J. AWWA C301 - Prestressed Concrete Pressure Pipe, Steel-Cylinder Type

K. AWWA C400 - C400-03: AWWA Standard for Asbestos-Cement Pressure Pipe, 4 In. through 16 In. (100 mm through 400 mm), for Water Distribution Systems

L. AWWA C502 - Dry-Barrel Fire Hydrants

M. AWWA C504 - Rubber-Seated Butterfly Valves

N. AWWA C509 - Resilient-Seated Gate Valves for Water Supply Service

O. AWWA C515 - Reduced-Wall, Resilient-Seated Gate Valves for Water Supply Service

P. AWWA C550 - Protective Interior Coatings for Valves and Hydrants

Q. AWWA C600 - Installation of Ductile-Iron Mains and Their Appurtenances

R. AWWA C651 - Disinfecting Water Mains

S. AWWA C800 - Underground Service Line Valves & Fittings

T. AWWA C810 – Replacement and Flushing of Lead Service Lines

U. ASTM A36 - Standard Specification for Carbon Structural Steel

V. ASTM A47 - Standard Specification for Ferritic Malleable Iron Castings

W. ASTM A48 - Standard Specification for Gray Iron Castings

X. ASTM A126 - Standard Specification for Gray Iron Castings for Valves, Flanges, and Pipe Fittings

Y. ASTM A181 - Standard Specification for Carbon Steel Forgings, for General-Purpose Piping

Z. ASTM A183 - Standard Specification for Carbon Steel Track Bolts and Nuts

AA. ASTM A307 -Standard Specification for Carbon Steel Bolts, Studs, and Threaded Rod 60 000 PSI Tensile Strength

BB. ASTM B62 - Standard Specification for Composition Bronze or Ounce Metal Castings

CC. ASTM B88 - Standard Specification for Seamless Copper Water Tube

DD. ASTM B124 - Standard Specification for Copper and Copper Alloy Forging Rod, Bar, and Shapes

EE. ANSI B16.18 - Cast Copper Alloy Solder Joint Pressure Fittings

FF. ASTM D698 - Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Standard Effort (12 400 ft-lbf/ft3 (600 kN-m/m3))

1.7 QUALITY ASSURANCE

A. Comply with all provisions of Section 014323 – Qualifications of Tradesmen.

B. Comply with all provisions of Section 014126 – General Regulations and Permits.

C. Field samples shall comply with Section 013319 – Field Test Reporting and Section 013326 – Product Testing and Certifying.

D. Before and during installation, the Contractor shall comply with provisions under Section 013119 – Project Meetings.

E. All pipes, fittings, valves, fire hydrants and appurtenances shall be appropriately marked for identification purposes. The materials and methods of manufacture, and completed pipes, fittings, valves, and appurtenances shall be subject to inspection and rejection at all times. OWNER and ENGINEER have the right to make inspections.

1.8 PROJECT CONDITIONS

A. Environmental Requirements

1. Comply with all provisions of Section 013543 – Environmental Protection at all times.

B. Existing Conditions

1. Verify locations of underground utilities.
2. Protect existing structures and utilities from damage. Repair if damaged by this work.
3. Do not change pipe sizes without securing written approval of Engineer.

C. Field Measurements
1. If it becomes necessary to change location of waterlines due to underground utility interference, secure approval of Engineer.
2. If Contractor initiated, make changes approved by the Engineer without added cost to Owner.

1.9 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. Perform no pipe work in fill areas until embankment or fill has been completed to at least two (2) feet above proposed top of pipe and fill has been properly compacted.

PART 2 – PRODUCTS

2.1 WATER MAIN PIPE AND FITTINGS

A. Ductile Iron Pipe and Fittings
1. Pipe shall be designed in accordance with AWWA C150, minimum Thickness Class 52 when buried; except Thickness Class 56 for river crossing pipe; manufactured in accordance with AWWA C151; furnish in minimum nominal 18 foot laying lengths, except river crossing pipe to be in full length joints with shorter lengths required to facilitate installation supplied by pipe manufacturer (no field cutting permitted).
2. Fittings: AWWA C110 or C153, with fittings to be polyethylene encased when buried.
3. Exterior Coating: Asphaltic material. Fittings may be coated with a fusion-bonded epoxy coating in accordance with AWWA C116.
4. Interior Lining: AWWA C104 cement mortar with seal coat, or AWWA C116 fusion-bonded epoxy coating.
5. Joints: AWWA C111, rubber gasket, push-on or mechanical type, with restrained type joints and river crossing pipe joints to be provided within the lengths noted on Drawings.

a. For all bolted joints, bolt length shall be such that all threads of the nut will be engaged.
b. Restrained push-on joints shall be provided within the lengths noted on the drawings; shall be completely boltless; McWane Super-Lock, American Flex-Ring, U.S. Pipe TR Flex, or as approved. Restrained mechanical joints shall be MEGALUG with Mega-Bond Coating System as manufactured by EBAA Iron, Inc., or as approved, of ductile iron and with a working pressure of at least 250 psi and a minimum safety factor of 2:1.
c. River crossing pipe joints shall be boltless, self-restraining, push-on type, gasketed ball and socket joints; Clow Ball and Socket Pipe, American Flex-Lok Boltless Ball Joint Pipe, U.S. Pipe USIFLEX, or as approved.

2.2 VALVES

A. Materials
1. Valves bodies shall be of either gray or ductile cast iron and shall have the name, monogram, or initials of the manufacturer cast thereon.
2. 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.
3. All body bolts and nuts shall be bronze or stainless steel for buried, submerged or nonprotected applications and Type 304 stainless steel for exposed or interior applications that will receive protective finish coatings.

B. Tapping sleeves
1. Type: Mechanical joint made in two halves for assembly around main.
2. Branch Flange: Accommodate tapping valve.
3. Materials: Cast iron with gaskets extending entire length of sleeve to form water-tight joints.

C. Gate or Tapping Valves
1. AWWA C509 cast iron, bronze-mounted. or AWWA C515 ductile iron, bronze-mounted, polyethylene encased when buried installation; designed for 200 psi working water pressure; mechanical joint ends, AWWA C111, except for tapping valves; non-rising stem type with standard AWWA nut; stem seal consisting of at least two Buna-N rubber O-rings; open by turning left (counterclockwise); bolts, nuts, and washers used by manufacturer to assemble valves to be Type 304 stainless steel.
2. 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.
3. Verify direction of valve with OWNER.
4. 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.
5. Stuffing boxes shall be O-ring seal type with two (2) rings located in stem above thrust collar.

6. Thrust bearings shall be of the low friction torque reduction type, located both above and below the stem collar.
7. Valves shall be as manufactured by; Mueller Co., American-Darling, Clow, M & H, Stockham, U.S. Pipe or an approved equivalent.

D. Protective Coatings
1. All iron parts of valve assemblies shall be painted before leaving the shop.
2. 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 C550.

E. Extension Stems and Stem Guides
1. 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.
2. Brackets and stem guides shall be made of cast iron and fully adjustable. The guide block shall be bronze bushed where it contacts the extension stem. Stem guides shall be as manufactured by the Eddy Valve Co., Rodney Hunt, or equal. Secure stem guides to walls with stainless steel bolts. In the event of off-set of misalignment, provide off-set extension road with universal end fittings at valve actuator and stem drop connection.
3. Extension stem shall have connecting socket for 2-inch square nut and pin socket to lock on valve operating nut.

F. Valve Boxes
1. 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.

2. 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.
3. Extension sections shall be provided where the depth of trench is such that they are needed to bring the top of the box to finished grade. The valve box shall be installed so that it is perfectly vertical and centered on the valve operating nut.

2.3 BLOW-OFF ASSEMBLIES

A. Assemblies includes mainline tee, piping from main, gate plug valve, and manhole.

B. Ball Valve
1. Ball valve shall be constructed of Bronze with Buna-N rubber seats, and O-ring stem seals

2. Ends shall have one end female IPS and one end flanged with rubber face gaskets and cadmium-plated bolts.
3. Valve shall open at 1.0 psi differential and seal at 0.25 psi differential.
4. Operations shall be that valve requires a 90 degree turn, 2 inch operating nut with extension stem terminating 6 inches below grade.

C. Check Valve
1. Check valve shall be constructed of red brass with stainless steel springs and Buna-N rubber discs.
2. Ends shall have one end female IPS and the other end flanged.
3. Valve shall open at 1.0 psi differential and seal at 0.25 psi differential.
4. Ball valve shall be manufactured by; Ford Meter Box Co., No. BF13-777W, or as approved equivalent.

D. All piping shall be in accordance with ASTM D1785 Schedule 80 PVC plastic pipe and ASTM D2464 threaded fittings.

E. Valve box shall be constructed as specified in Article 2.2.

2.4 FIRE HYDRANT ASSEMBLIES

A. Includes fire hydrant, watch valve and valve box, piping, and appurtenances.

B. Fire Hydrant:
1. Manufacturers: American Flow Control, Kennedy, Mueller, or as approved, to match rest of water system
2. AWWA C502, compression type, 5-1/4-inch valve opening, open by turning left (counterclockwise); traffic model with frangible barrel section and stem coupling; positive operating drain valve installed in open position; 6-inch mechanical joint base, designed so water hammer will be prevented when properly operated. If drain valve, install with drain valve plugged.
3. Two 2-1/2 inch hose nozzles, and one 4-1/2 inch pumper nozzle.
4. Suitable for setting in trenches of depths and in locations shown; CONTRACTOR responsible for determining hydrant depth of bury based on locations shown.
5. Verify that the direction of opening, hydrant pumper nozzle, operating nut, outlet nozzle cap nuts and hose threads conform to those in the system before the new hydrants are shipped.

C. Watch Valves and Valve Boxes: Watch valves and valve boxes shall be gate valves and valve boxes as specified in Article 2.2, with valves to have ends suitable for receiving the spigot end of 6 inch anchoring pipe.

D. Piping:
1. Ductile Iron Pipe: AWWA C150, AWWA C151; asphaltic material, or AWWA C116 fusion-bonded epoxy exterior coating, AWWA C104 cement mortar with seal coat, or AWWA C116 fusion-bonded epoxy interior lining.
2. AWWA C110 or C153 mainline tees with standard mechanical joint branch for connecting to anchoring pipe and fittings, and mechanical joint anchoring type

branch when connecting to a watch valve; coated and lined as specified for pipe. C153 fittings to be polyethylene encased when buried.

3. Anchoring pipe, plain end mechanical joint type incorporating an integral cast shoulder and follower gland.
4. Anchoring Pipe Manufacturers: American Cast Iron Pipe Company, Clow Corporation, United States Pipe and Foundry Company, or as approved.

2.5 POLYETHYLENE ENCASEMENT

A. AWWA C105, 8 mil linear low-density polyethylene tube or 4 mil high density, cross-linked polyethylene tube; 2 inch wide plastic-backed, adhesive tape, bond to both metal surfaces and polyethylene film.

2.6 JOINT BOLTS AND NUTS

A. Unless otherwise specified or noted, bolts and nuts on buried piping shall be low alloy steel cathodic to pipe with a minimum yield strength of 45,000 psi, and all other bolts and nuts shall be low carbon steel, ASTM A307, Grade B, zinc-plated.

PART 3 – EXECUTION

3.1 ALIGNMENT AND GRADE

A. Horizontal and Vertical Control
   1. All horizontal and vertical control required for the complete layout and performance of the Work under this contract shall be done by a registered surveyor at the Contractor's expense, and any observations by the Engineer of the Contractor's methods will not relieve the Contractor of his responsibility.
   2. The Contractor shall be solely responsible for the accuracy of all horizontal and vertical control.

B. Alignment and grade shall be established by means of a laser beam.

3.2 PREPARATION

A. String pipe sections along the route of the mains so as to interfere least with pedestrian and vehicular traffic and to protect the pipe.

B. Excavate trench for Work of this Section; follow Section 310000.

C. Location of service connections and insertion valves indicated are approximate. Final locations will be established during construction by OWNER.

D. Do not install service connections until new mains have been successfully tested, disinfected, and placed in service.

E. Prior to ordering tapping sleeve assembly, expose existing main and verify circumference of existing pipe.

F. Prior to ordering insertion valve and sleeve assembly, expose existing main at point of installation and verify circumference, actual caliper diameter and roundness of existing pipe. In addition, identify the exterior condition of the pipe with respect to pitting, scaling, electrolysis, or other defects which would affect manufacturing dimensions or exact location of the insertion.

G. For river crossing pipe, inspect trench just prior to laying pipe to ensure that it is in suitable condition.

3.3 BEDDING

A. Place bedding material at trench bottom and shape for accurate placement and proper support of pipe.

B. Place in 6 inch layers, loose measurement, and compact by hand or mechanical tamping to not less than 95 percent of maximum density as determined in accordance with ASTM D698 (Standard Proctor).

C. Carefully place and tamp so as not to damage or displace joints or pipe. Do not drop material directly on pipe.

D. Maintain optimum moisture content of bedding material to attain required compaction density.

E. Construct thrust blocks at fittings, dead ends, and valves as shown. Place against firm, undisturbed soil. Provide straps and anchors as indicated; repair cuts and other damage to galvanized surfaces by applying two coats of cold galvanizing compound. Securely strap or block plugs and caps. Thrust blocks shall meet all applicable requirements of ODOT Item 638:
   1. Concrete: Class C conforming to ODOT 499.
   2. Straps and Anchors for Thrust Blocks: Galvanized steel.
   3. Cold Galvanizing Compound: ZRC Products Company, or as approved.

3.4 PIPE INSTALLATION

A. The Contractor shall furnish all of the proper tools and equipment required for the safe, proper handling and laying of all pipe, fittings, and specials that are to be installed in this work. All storage, handling, laying, and backfill methods shall be performed so as to avoid damaging either the interior or the exterior surfaces of all pipe fittings, specials, joint materials, or other appurtenances, and any such damage shall be remedied at the Contractor's expense.

B. Before any pipe is lowered into the trench, it shall be inspected for damage, and any unsatisfactory lengths shall be rejected. Cast metal pipe and fittings shall be inspected for cracks by ringing with a light hammer while suspended. The interior and exterior of each pipe length used shall be cleaned as necessary to remove all dirt or other foreign material before it is inspected. The interior of the pipe shall be kept clean until the work is accepted.

C. No pipe shall be laid in water, mud or when trench conditions or weather is unsuitable for such work.

D. If mud, surface water, leaves and/or other debris have been permitted to enter the strung-out pipe, the inside shall be cleaned with a strong hypochlorite solution after all such foreign materials are completely cleaned from the pipe and before the pipe is lowered into the trench.

E. Pipe shall not be pushed off the bank nor shall it be permitted to fall into the trench. Each type of pipe, fitting, special or other appurtenances shall be handled in strict accordance with recommendations of its respective manufacturer.

F. No rocks, stones, metal, concrete, bricks, pavement pieces, wood, soil lumps or other hard materials too big to pass through a six (6") inch screen shall be permitted within six (6") inches of the pipe after it is laid in the trench. Any pipe endangered by such debris shall be subject to removal and disposal at the Contractor's expense.

G. When pipe laying is not in progress, the open ends of installed pipe shall be closed by appropriate means to prevent the entrance of dirt and water. In the event ground water, sewage water or other potential contaminants enter any portion of the pipeline, after it is laid, cleaning and preliminary disinfection with a strong hypochlorite solution shall be done.

H. Provide non-conducting dielectric connections wherever jointing dissimilar metals.

I. Use suitable fittings, usually 1/8 bends, when abrupt grade changes of the pipe are necessary to avoid existing utilities or other obstructions, so as to secure and easy flow of liquid and to provide sufficient cover below same unless noted otherwise.

J. Install pipe to allow for expansion and contraction without stressing pipe or joints.

K. Deflect pipe joints in strict accordance with the pipe manufacturer’s instructions. For river crossing pipe, in no case shall joint deflection exceed 15 degrees during installation and 12 degrees after installation unless otherwise approved by manufacturer.

L. With push-on joints, wipe surfaces that contact rubber gasket clean and dry just prior to making joint. Use lubricant in accordance with the manufacturer’s instructions when making joint.

M. With mechanical joints, brush surfaces that contact rubber gasket with soapy water to remove all sand and grit just prior to making joint.

3.5 VALVES

A. Installation

1. 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 of rigging points.

2. 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.
3. Stem guides shall be accurately aligned.
4. 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.

B. Testing
1. 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.

C. Operation and Maintenance Manuals
1. 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.

3.6 JOINTING

A. The particular method of making up pipe joints shall be governed by the type of pipe material and type of joint in accordance with the drawings and/or specifications.

3.7 CONNECTION TO AND INSERTIONS INTO EXISTING MAINS

A. Existing mains into which valves are to be inserted cannot be shut down or taken out of service. The entire operation of installing the valves shall be accomplished below 100 psig at the point of installation.

B. Connect new mains to existing mains using proper fittings and in a manner acceptable to OWNER and ENGINEER.

C. Expose existing mains at connection points 10 days prior to making connections to determine elevation, verify type of pipe, confirm outside diameter of pipe, and identify type of restraints existing.

D. No cut-ins or connections to existing mains shall be made unless at least 48 hours notice is given to OWNER and ENGINEER.

E. Plan all connecting work to reduce number of shutoffs.

F. Two days prior to shutting valves on existing lines, notify all affected property owners, local official in charge of the water works system, and ENGINEER of such shutoff.

G. Keep shutoff time to a minimum and do at off-peak hours.

H. A representative of OWNER shall operate existing valves. CONTRACTOR shall not operate existing valves.

I. OWNER and ENGINEER assume no responsibility for any delay occasioned by special requirements or conditions which must be met in making connections.

J. Take extreme care in making connections to prevent contamination of existing mains.

K. Before making cut-ins or connections to existing mains, wash all fittings, valves, and pipe with clean water, and then disinfect by washing with a chlorine solution having a residual chlorine strength of not less than 50 ppm.

L. Plugs removed from existing mains that are not damaged may be reused within the Project, and those remaining after completion of construction shall remain the property of OWNER.

M. Connections to AC pipe shall be made with appropriate fittings specifically designed for AC pipe connections, and shall be acceptable to OWNER. All connections to AC pipe shall be via pad adapters. AC pipe must not be cut with a saw. All cuts shall be accomplished by snap cut.

3.8 ANCHORAGE

A. All hydrants, plugs, caps, tees and bends shall be provided with a reaction backing or shall be restrained by attaching suitable metal rods, clamps, anchored fittings or harnessed joints, as shown on the plans or as specified so as to prevent movement.

B. Reaction backing shall be of concrete, with steel reinforcement as required, unless otherwise shown on the drawings. Backing shall be placed between solid ground and the fitting or other part of the pipeline to be anchored; the area of bearing on the pipe and on the ground in each instance shall be that as indicated on the plans. The backing shall be so placed unless otherwise directed, that the pipe and fitting joints will be accessible for repair.

C. Steel tie rods or clamps of adequate strength to prevent movement may be used instead of concrete backing. Steel tie rods or clamps shall be used to connect the hydrant watch valves to the main and to connect the hydrant to the water valves when shown on the drawings. Steel rods or clamps shall be painted with three coats of an approved bituminous paint or coat tar enamel.

3.9 BACKFILLING

D. Backfilling shall be accomplished in a two-step procedure as follows: 1) partial backfill before leakage tests, and 2) completion of backfill after tests. Departure from this procedure due to traffic or other conditions shall be approved by the Engineer.

3.10 MAINTENANCE OF EXISTING DITCHES

A. The Contractor shall use the utmost care in maintaining ditches and other waterways, and, if either bottoms or banks of such ditches are disturbed, they shall be promptly restored and maintained for the life of the guaranty period. Similar care shall be used in preventing damage to existing pavement by caving of trench walls and undermining such pavement. If pavement is damaged, the Contractor shall repair same at his own expense.

3.11 CLEARING SITE AND RESTORING DAMAGED SURFACES

A. Upon completion of the backfill work, the Contractor shall immediately remove and dispose of all surplus materials including dirt and rubbish.

B. Unless otherwise called for on the plans, the Contractor shall replace all pavement, sidewalks, sod, or other surfaces disturbed to a condition equal to that existing before the work was started, furnishing all materials, labor, equipment, etc., at no additional cost to the Owner.

3.12 LEAKAGE TESTS

A. All pipeline construction shall be subjected to hydrostatic leakage testing of each valve section, as it is completed, unless otherwise directed by the Engineer. All pipes, valves, fittings, etc. shall be laid in such a manner as to leave all joints watertight.

B. Each section of pipe being tested shall be filled slowly with water, and, before applying the specified test pressure, all air shall be expelled from the pipe. The method of obtaining and placing test water(s) into the pipeline shall be approved by the Engineer.

C. The test shall be observed by the Engineer or his designate. The Owner will furnish a pressure gauge for measuring the pressure on the water main. The Contractor shall furnish a suitable pump, pipes, bulkheads and all appliances, labor, fuel, and other appurtenances necessary to make these tests.

D. The test pressure shall be maintained for sufficient length of time to allow for a thorough examination of joints and elimination of leakage where necessary. The pipeline shall be made absolutely tight under the test pressure.

E. The Contractor shall drain each section of the waterline piping after it has been tested. If the drains are connected to valve or drain vaults, then, within a reasonable period of time after the test has been completed, the Contractor shall pump all water out of the vaults.

F. In cold weather, immediately after testing a section of the waterline piping, the Contractor shall open all valves, air cocks, by-passes, and drains; shall drain that section of the pipeline, including the bonnets of all valves contained therein, and shall take all other precautions necessary to prevent injury due to freezing to the water main, piping and appurtenances.

G. Every precaution must be taken to remove, valve-off, or otherwise protect delicate control equipment in or attached to pipelines to prevent damage or injury thereto.

H. Leakage is defined as the quantity of water that must be supplied into the newly laid pipe, or any valved section thereof, as required to maintain the specified leakage test pressure after the pipe has been filled with water and the air expelled as herein required.

I. In calculating leakage, the Engineer will not make allowance for any leakage at the valves, the removable bulkheads, etc.

J. The evaluation of actual leakage to standard pressure leakage is calculated by the application of the ratio determined from the square root of respective pressures, other factors being equal.

K. The test pressure shall be 250 psi unless otherwise specified elsewhere in these specifications. Testing procedure shall be as specified herein for the particular pipe material contained in the section tested and shall be subject to modification as required by a particular pipeline material specification or part thereof, as contained elsewhere in these specifications.

L. For cast iron pipe (CIP) or ductile iron pipe (DIP), AWWA C600 shall govern the test, except that the allowable leakage rate shall be 12 gpd per mile of pipe per inch of diameter.

M. All defective materials and construction found in the pipeline as a result of leakage tests shall be corrected by removal of the defective materials and reconstruction with sound materials and construction. The entire section shall then be retested in accordance with the foregoing.

N. Any testing performed without the knowledge of the Engineer shall not be considered a test for the purpose of this specification.

O. The lack of hydrants, branch shutoff valves, or any other attachments to the line being tested shall not preclude the testing of each valved section as it is completed. In the event that hydrants, branch shutoff valves or any other attached appurtenances are not available for installation prior to testing of each valved section, then plugs or other approved means of containing line pressure must be utilized so as to test each valved section of main line as it is completed. A retest of each valved section will then be necessary after all appurtenances are installed. There will be no additional payment for any such retests.

P. The Contractor shall provide all pressure test equipment. The Owner shall provide all test water required and shall provide test gauges.

3.13 DISINFECTION

A. Prior to disinfection, all pipeline construction shall be flushed to remove any foreign material. Flushing shall be performed after completion and approval of the leakage tests. The minimum requirements for flushing are as follows:

Pipe Size	Minimum GPM Required
6"	220
8"	390
10"	610
12"	880
14"	1,200
16"	1,565
18"	1,980
20"	2,450
24"	3,500

B. Flushing at these rates shall be continued for at least five (5) minutes. In the event the foregoing requirements cannot be met due to the Owner's facilities being inadequate, alternate rate(s) and duration(s) of flushing shall be used.

C. Disinfecting water mains shall be in accordance with AWWA C651 and as specified herein.

D. The following disinfectants may be used: Chlorine or chlorine water; calcium hypochlorite; sodium hypochlorite solution, or chlorinated lime-water mixture. Chlorine shall be applied at one extremity of a pipe section via a corporation stop (installed in the top of the pipe by the Contractor) and bled at the opposite extremity of a properly segregated section. Precautions shall be taken to prevent dosed water from flowing into the potable water supply. All high points on the section treated shall be properly vented for air escape.

E. The rate of applying the disinfectant shall provide at least 25 ppm (mg per liter) chlorine dose at the outlet end of the line section being treated. The disinfecting period shall be twenty-four (24) hours, and, at the end of this period, a chlorine residual of at least 10 mg per liter shall exist at the outlet end of the line.

In the event of unfavorable or unsanitary conditions of installation, poor packing, or high pH, the period of disinfection may be extended. For shorter periods of disinfection, higher dosages shall be required.

F. Sterilizing water shall be disposed of in a satisfactory manner by the Contractor. If the foregoing disinfection procedure fails to provide thorough disinfection of the line, it shall be repeated as necessary in the pipeline for a period of 20 - 30 days after it is placed into operation.

G. Tests for efficacy of sterilization shall be made by the Owner, and repeated sterilization shall be carried out by the Contractor when required.

H. Contractor shall provide all disinfectants and disinfection equipment. Owner shall provide all test waters needed.

END OF SECTION 331113.01

VILLAGE OF LYONS OFFICIALS

ADMINISTRATION

Nelson Barnhiser, Mayor

Tanya Lumbrezer, Village Administrator

Debbie Campbell, Fiscal Officer

COUNCIL

John Good

Julie Fenicle

Mark Bryson

AJ Call

Jimmy Thornton

Landon Johnson

ADVERTISEMENT FOR BIDS/PUBLIC NOTICE TO BIDDERS

Sealed bids will be received at the office of the Fulton County Commissioners at 152 S. Fulton St., Suite 270, Wauseon, OH 43567 until 10:45 a.m. on January 15, 2026 and will be opened and read immediately thereafter for the

WATER TOWER PROJECT - REBID

WSRLA, OEPA H2OHIO, OPWC & CDBG FUNDED PROJECT

OPINION OF PROBABLE CONSTRUCTION COST: $2,215,000.00

COMPLETION DATE: OCTOBER 31, 2027

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

Bids must be in accordance with drawings and specifications and on forms available from Verdantas, LLC at a non-refundable cost of One Hundred Fifty 00/100 Dollars ($150.00) for hard copies and Forty-Five 00/100 Dollars ($45.00) for electronic files. Documents may be ordered by registering and paying online at https://bids.verdantas.com. Please contact planroom@verdantas.com or call (440) 530-2351 if you encounter any problems viewing, registering or paying for the documents.

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

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

This contract is being funded from the United States Department of Housing and Urban Development, Community Development Block Grant Program. The successful bidder will be subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3).

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

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

Build America, Buy America Provisions apply for OEPA H2Ohio & CDBG Funding.

Publish: Village Reporter
December 17, 2025
December 24, 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

PART 1 – GENERAL

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

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

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

1.3 Project coordination and scheduling.

1.4 Detailed breakdown of lump sum bid items as requested by the Engineer.

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

1.6 Protection and/or replacement of existing property corner monuments.

1.7 Record drawings of the installed location elevations of all underground electrical conduit, gas lines, cable, waterlines, sewers, tees, wyes, laterals, etc.

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

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

1.10 Material testing.

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

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

PART 2 – ITEMS

All work proposed by this contract shall be quantified and paid for in accordance with the pertinent O.D.O.T specification except as specifically altered by other provisions of this contract.

100,000 Pedesphere Elevated Tank

2.1 Elevated Tank – LUMP SUM

Basis of Payment

Construction of the entire Contract, including Water Pedesphere Tank and site improvements as illustrated on the plan sheets and included in the Specifications for a complete and ready-to-use system. This item includes, but is not limited to, providing and constructing the following: pedesphere water tower with all appurtenances, all grading, excavation, backfilling, driveway, tank mixer, tank ventilation, various other tank appurtenances listed within technical specification, water distribution mains, structures, and appurtenances, storm drainage conduits and structures, cathodic protection, all paint and shrouding, parking areas, geofabric and stone placement, and all site restoration including fencing and pavement replacement, electrical controls, data communication systems, all foundations to support the elevated tank, painting, all yard piping, disinfection, testing services, operations and maintenance manuals, training and start-up services.

Special attention is called to the specified equipment and the delineation of work between the general contractor and the specified equipment manufacturer task. In addition, General Contractor is required to coordinate directly with the electric utility provider immediately after Notice to Proceed is issued to establish temporary electric service as needed. General Contractor shall be required to pay for all costs associated with temporary electric service throughout the duration of the Contract.

2.2 Utility Company Charges Allowance – LUMP SUM

Basis of Payment

An allowance has been included in the bid proposal to be utilized as directed by the Engineer for direct costs charged by utility company(s) associated with the permanent and temporary removal, relocation or support of utility poles, utility wires overhanging the proposed elevated tank, cables, anchors, providing new service, or other work which can be performed only/exclusively by the utility company. Toledo Edison has been consulted regarding the relocation of the existing light pole, temporary removal of the overhead utility line, and the installation of a new utility pole and overhead line to serve the new tower. Based on preliminary conditions, Toledo Edison has provided an estimated cost of $10,000 to complete this work. Payment shall be made for only work which has the prior approval of the engineer.

The Contractor shall be allowed a 15% mark-up on the invoice amount for overhead and profit.

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

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

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

CDBG SUPPLEMENTARY INSTRUCTION TO BIDDERS

1. Wages and Salaries
   A. Attention of Bidders is particularly called to the requirements concerning the payment of not less than the prevailing wage and salary rates specified in the Contract Documents and the conditions of employment with respect to certain categories and classifications of employees.
   B. The rates of pay set forth under the Federal Labor Standards Provisions (Form HUD 4010) are the minimums to be paid during the life of the Contract. It is, therefore, the responsibility of Bidders to inform themselves as to the local labor conditions such as the length of work day and work week, overtime compensation, health and welfare contributions, labor supply and prospective changes or adjustment of rates.

2. Equal Employment Opportunity
   A. Affirmative action to ensure Equal Employment Opportunity in Federally assisted programs is a contractual obligation required by Executive Order 11246; it is, therefore, incumbent on Bidders to review Equal Employment Opportunity regulations and requirements in preparing and submitting Affirmative Action Programs and Certifications.
   B. For projects in areas covered by Equal Employment Opportunity Goals, a Contractor/Bidder will be deemed committed to the goals of Executive Order 11246 by submitting a properly signed Bid.
   C. Prior to the award of Housing and Urban Development (HUD) assisted Contract, Contractors and Subcontractors must be approved by HUD, Area Office/Insuring Office, Equal Opportunity Division.
   D. The successful Bidder will be encouraged to solicit Bids for Subcontractors from available minority Subcontractors including circulation of Bid Invitations to Minority Contractors Associations (Executive Order 11625).
   E. Attention of Bidders is particularly called to the requirement for ensuring that employees and applicants for employment are not discriminated against because of race, color, religion, sex, national origin, familial status, or handicap. See Federal Wage Rates.
   F. Attention of Bidders is also particularly called to the requirements of Section 3 of the Housing and Urban Development Act of 1968 as amended and set forth in 24 CFR Part 75 for ensuring that, to the greatest extent feasible in connection with work covered by this Contract, opportunities for training and employment be made available to lower income residents of the Project Area and that Contract work be awarded to business concerns which are located in and owned in substantial part by residents of the Project Area. Contractors and subcontractors are required to report the Section 3 status of all employees working on the job and submit Section 3 Utilization reports as required.
   G. The Bidder's attention is called to the fact that he will not maintain or provide for employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any locations under his control where segregated facilities are maintained.

The Bidder certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any locations under his control where segregated facilities are maintained. The Bidder agrees that a breach of this Certification will be a violation of the Equal Opportunity Clause in any Contract resulting from the acceptance of this Bid. As used in this Certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated on the basis of race, color, religion, or national origin because of habit, local custom or otherwise. The Bidder agrees that (except where he has obtained identical Certifications from proposed Subcontractors for specific time periods) he will obtain identical Certifications from proposed Subcontractors prior to the award of Subcontracts exceeding $10,000 which are not exempt from the provisions of the Equal Opportunity Clause, and that he will retain such Certification in his files.

3. Pre-Construction Conferences

Prior to the start of any work in this Contract, the successful Bidder as Contractor and any Subcontractor shall attend Pre-Construction Conferences. The purpose of the Conference shall be to establish methods to develop an Affirmative Action Program which will have the result of assuring there is minority group representation in all phases of the work and to apprise the Contractor and all available Subcontractors of their responsibilities and obligations regarding the Federal Labor Standards Provisions contained in the Contract Documents.

4. Equal Employment Opportunity Guidance

The following forms, instructions, and directives are furnished for the information and assistance of Bidders complying with Executive Order 11246.

5. Labor Standards Provisions Guidance

Each Bidder's attention is called to the Federal Labor Standards Provisions of the Contract Documents. Federal Labor Standards establish minimum wage rates.

6. Compliance with the Copeland Act

The Contractor shall comply with the Copeland “Anti-Kickback” Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR part 3).

7. Access to Records

The State of Ohio, the Department of Housing and Urban Development, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the Contractor which are directly pertinent to this specific contract, for the purpose of audits, examinations, and making excerpts and transcriptions.

8. Records and Audits

The Contractor shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by the Community to assure proper accounting for all project funds, both Federal and non-Federal shares. These records will be made available for audit purposes to the Community or any authorized representative, and will be retained for three years after the expiration of this Contract unless permission to destroy them is granted by the Community.

9. Energy Efficiency

The Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

10. Interest of Other Local Public Officials

No member of the governing body of the locality and no other public official of such locality, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct, or indirect, in this Contract; and the Contractor shall take appropriate steps to assure compliance.

11. Interest of Contractor and Employees

The Contractor covenants that he presently has no interest and shall not acquire interest, direct, or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with performance of his services hereunder. The Contractor further covenants that in the performance of this Contract, no person having any such interest shall be employed.

CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

The contractor agrees to comply with federal clean air and water standards during the performance of this contract and specifically agrees to do the following:

a. The term "facility" means (a) any building, plant, installation, structure, mine, vessel or other floating craft, location or site of operations (b) owned, leased or supervised (c) by the contractor and subcontractor (d) for the construction, supply and service contracts entered into by the contractor;

b. That any facility to be utilized in the accomplishment of this contract becomes listed on the EPA list, this contract may be canceled, terminated or suspended in whole or in part;

c. That in the event a facility utilized in the accomplishment of this contract becomes listed on the EPA list, this contract may be canceled, terminated or suspended in whole or in part;

d. That it will comply with all the requirements of Section 114 of the Air Act and Section 308 of the Water Act relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in Section 114 and Section 308, respectively, and all regulations and guidelines issued thereunder;

e. That it will promptly notify the government of the receipt of any notice from the Director, Office of Federal Activities, Environmental Protection Agency, indicating that any facility utilized or to be utilized in the accomplishment of this contract is under consideration for listing on the EPA List of Violating Facilities;

f. That it will include the provisions of paragraphs "a" through "g" in every subcontract or purchase order entered into for the purpose of accomplishing this contract, unless otherwise exempted pursuant to the EPA regulations implementing the Air or Water Act (40 CFR, Part 15.5), so that such provisions will be binding upon each subcontractor or vendor;

g. That in the event that the contractor or the subcontractors for the construction, supply and service contracts entered into for the purpose of accomplishing this contract were exempted from complying with the above requirements under the provisions of 40 CFR, Part 15.5(a), the exemption shall be nullified should the facility give rise to a criminal conviction (See 40 CFR, part 15.20) during the accomplishment of this contract. Furthermore, with the nullification of the exemption, the above requirements shall be effective. The contractor shall notify the government, as soon as the contractor's or the subcontractors' facility is listed for having given rise to a criminal conviction noted in 40 CFR, Part 15.20.

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.

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»

VILLAGE OF LYONS

_____

«OwnerCEOFirst» «OwnerCEOLast», «OwnerCEOTitle»

FULTON COUNTY COMMISSIONERS

_____

«OwnerCEOFirst» «OwnerCEOLast», «OwnerCEOTitle»

_____

«OwnerCEOFirst» «OwnerCEOLast», «OwnerCEOTitle»

_____

«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.

VILLAGE OF LYONS

_____

«OwnerFiscalFirst» «OwnerFiscalLast», «OwnerFiscalTitle»

FULTON COUNTY COMMISSIONERS

_____

«OwnerFiscalFirst» «OwnerFiscalLast», «OwnerFiscalTitle»

APPROVED AS TO FORM:

VILLAGE OF LYONS

_____

«OwnerLegalName», «OwnerLegalTitle»

FULTON COUNTY COMMISSIONERS

_____

«OwnerLegalName», «OwnerLegalTitle»

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

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

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

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

Owner Named as Insured (No Additional Insured)

C) CERTIFICATE OF WORKER'S COMPENSATION

D) CONTRACT BOND THAT COMPLIES WITH ORC 153.54 AND 153.57

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

DELINQUENT PERSONAL PROPERTY STATEMENT

STATE OF _____)
) SS
COUNTY OF _____)

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

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

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

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

«ContractCAPName»

_____
«ContractFirst» «ContractLast», «ContractTitle»

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

_____
Notary Public

My Commission Expires: _____

AFFIDAVIT

OF COMPLIANCE WITH OHIO REVISED CODE SECTION 3517.13

STATE OF _____)
) SS
COUNTY OF _____)

_____ being duly sworn deposes and states as follows:

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

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

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

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

   ☐ Labor organization

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

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

Affiant further sayeth naught.

By: _____

Title: _____

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

_____, 20_____.

_____
Notary Public

My commission expires: _____

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»

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)

Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Performance Form

This form is intended to capture the DBE[1] subcontractor's[2] description of work to be performed and the price of the work submitted to the prime contractor. An EPA Financial Assistance Agreement Recipient must require its prime contractor to have its DBE subcontractors complete this form and include all completed forms in the prime contractors bid or proposal package.

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

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

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

[1] A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.205 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

[2] Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.

FORM 6100-3 (DBE Subcontractor Performance Form

Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Performance Form

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

Prime Contractor Signature	Print Name
Title	**Date**

Subcontractor Signature	Print Name
Title	**Date**

FORM 6100-3 (DBE Subcontractor Performance Form)

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 DBE[1] subcontractors[2] 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.

CERTIFICATE OF COMPLIANCE WITH FEDERAL LABOR STANDARDS PROVISIONS

I, the undersigned _____,

the duly authorized representative of _____
(hereinafter referred to as the Contractor), do hereby certify that I have examined the Federal Labor Standards Provisions (HUD-4010) with related certificates and documents and all of the conditions surrounding these provisions including but not limited to the following:

1. The contractor is responsible for employing only eligible subcontractors who have certified eligibility in written contracts containing Federal Labor Standards Provisions.
2. The contractor is responsible for the payment of Federal Prevailing Wage rates by its subcontractors while performing work under this contract. If the subcontractor fails to pay the prevailing wages as specified in this contract, the prime contractor may be required to make appropriate restitution to the underpaid workers.
3. The contractor is responsible for collecting weekly certified payrolls from its subcontractors, reviewing said payrolls for compliance with the Federal Wage Rates, and forwarding same to the local government contract authority.
4. The contractor also understands that only those classifications listed in the original bid documents are applicable to this job, and no special classifications may be incorporated after contract award.

The prime contractor hereby agrees to perform all of its responsibilities in conformance with the Federal Labor Standards Provisions both diligently and affectively.

BY: _____ DATE: _____
(Signature)

TITLE: _____

CONTRACTOR

Section 3 Plan Format

_____ agrees to implement the following specific affirmative action steps directed at increasing the utilization of lower income residents and businesses with the City / Village of _____.

A. To ascertain from the locality's CDBG program official the exact boundaries of the Section 3 covered project area and where advantageous, seek the assistance of local officials in preparing and implementing the affirmative action plan.

B. To attempt to recruit from with the city the necessary number of lower income residents through local advertising media, signs placed at the proposed site for the project, and community organizations and public or private institutions operating within or serving the project area such as Service Employment and Redevelopment (SER), Opportunities Industrialization Center (OIC), Urban League, Concentrated Employment Program, Hometown Plan, or the U.S. Employment Service.

C. To maintain a list of all lower income area residents who have applied either on their own or on referral from any source, and to employ such persons if otherwise eligible and if a vacancy exits.

D. To insert this Section 3 Plan in all bid documents, and to require all bidders on subcontracts to submit a Section 3 affirmative action plan including utilization goals and the specific steps planned to accomplish these goals.*

E. To insure that subcontracts which are typically let on a negotiated rather than a bid basis in areas other than Section 3 covered project areas are also let on a negotiated basis whenever feasible when let in Section 3 covered project areas.*

F. To formally contact unions, subcontractors, and trade associations to secure their cooperation for this program.

G. To insure that all appropriate project area business concerns are notified of pending subcontractual opportunities.

H. To maintain records, including copies of correspondence, memoranda, etc., which document that all of the above affirmative action steps have been taken.

I. To submit, at a minimum, monthly Section 3 Utilization Report to CDBG program official listing employees working on the project, their Section 3 status, and the labor hours worked.

*Loans, grants, contracts, and subsidies for less than $10,000 will be exempt.

J. To appoint or recruit an executive official of the company or agency as Equal Opportunity Officer to coordinate the implementation of this Section 3 Plan.

Signature	Date
Title	
Signature	Date
Title	

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

CONTRACTOR'S CERTIFICATION

CONCERNING LABOR STANDARDS AND PREVAILING WAGE REQUIREMENTS

TO (Appropriate Recipient)	DATE
	PROJECT NUMBER (If any)
C/O	
	PROJECT NAME

1. The undersigned, having executed a contract with _____ for the construction of the above-identified project, acknowledges that

   (a) The Labor Standards Provisions are included in the aforesaid contract;

   (b) Correction of any infractions of the aforesaid conditions, including infractions by any of his subcontractors and any lower tier subcontractors is his responsibility:

2. He certifies that

   (a) Neither he nor any firm, partnership, or association in which he has substantial interest is designated as an ineligible contractor by the Comptroller General of the United States pursuant to Section 5.8(b) of the Regulations of the Secretary of Labor, Part 5 (29 CFR Part 5) or pursuant to Section 3(a) of the Davis-Bacon Act as amended [40 U.S.C. 276a-2(a)].

   (b) No part of the aforementioned contract has been or will be subcontracted to any subcontractor if such subcontractor or any firm, corporation, partnership, or association in which such subcontractor has a substantial interest is designated as an ineligible contractor pursuant to any of the aforementioned regulatory or statutory provisions.

3. He agrees to obtain and forward to the aforementioned recipient within ten (10) days after the execution of any subcontract, including those executed by his subcontractors any lower tier subcontractors, a Subcontractor's Certification Concerning Labor Standards and Prevailing Wage Requirements executed by the subcontractors.

4. He certifies that

   (a) The legal name and the business address of the undersigned is

   (b) The undersigned is

   _____ (1) A single Proprietorship

   _____ (2) A Corporation organized in the State of _____

   _____ (3) A Partnership

   _____ (4) Other Organization (Describe) _____

(c) The names, titles, and addresses of the Owners, Partners, or Officers of the undersigned are

NAME	TITLE	ADDRESS

(d) The names and addresses of all other persons, both natural and corporate, having a substantial interest in the undersigned, and the nature of the interest: (If none, so state)

NAME	ADDRESS	NATURE OF INTEREST

(e) The names, addresses, and trade classifications of all other building construction contractors in which the undersigned has a substantial interest are (If none, so state)

NAME	ADDRESS	TRADE CLASSIFICATION

_____ _____

Date (Contractor)

_____

(By)

WARNING

U. S. CRIMINAL CODE, Section 1010, Title 15, U.S.C., provides in part: "Whoever . . . makes, presents, utters, or publishes any statement, knowing the same to be false . . . shall be fined not more than $5,000 or imprisoned not more than two years, or both."

CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY

NAME OF PRIME CONTRACTOR	PROJECT NUMBER (If any)

INSTRUCTIONS

This certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clauses; and, if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidder shall be required to submit a compliance report within seven calendar days after bid opening. No contract shall be awarded unless such report is submitted.

CONTRACTOR'S CERTIFICATION

Name and address of Bidder (Include ZIP Code)

1. Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause.

   _____ Yes _____ No

2. Compliance reports were required to be filed in connection with such contract or subcontract.

   _____ Yes _____ No

3. Bidder has filed all compliance reports due under applicable instruction, including SF-100.

   _____ Yes _____ No

4. Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended?

   _____ Yes _____ No

NAME AND TITLE OF SIGNER (Please print or type)

SIGNATURE DATE

Modeled after form HUD-12

CERTIFICATION OF BIDDER REGARDING SECTION 3 AND SEGREGATED FACILITIES

Name of Prime Contractor

Project Name

Project Number

The undersigned hereby certifies that

(a) Section 3 provisions are included in the Contract;

(b) Section 3 Worker Status Certification forms will be submitted for each worker when they report for work on project and Section 3 Utilization Reports will be submitted monthly at a minimum;

(c) No segregated facilities will be maintained.

NAME AND TITLE OF SIGNER (Please print or type)

SIGNATURE DATE

CERTIFICATION OF NONSEGREGATED FACILITIES

The undersigned BIDDER, _____, certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The BIDDER certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The BIDDER agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this bid. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are, in fact, segregated on the basis or race, color, religion, or national origin, because of habit, local custom, or otherwise. The BIDDER agrees that (except where he has obtained identical certification from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontractors exceeding $10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certifications in his files.

Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

Date: _____

_____
(Signature of Bidder's Representative)

_____
(Printed or Typed Name of Representative)

_____
(Title of Bidder's Representative)

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies to the best of his or her knowledge and belief that

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative Agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard Form LLL "Disclosure Form to Report Lobbying" in accordance with its instruction.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less that $10,000 and not more than $100,000 for each such failure.

Name _____

Title _____

Date _____

SUBCONTRACTORS

Company Name			Federal ID #
City & Zip Code			Amount of Contract
Payroll Officer	Telephone Number	Fax Number	Email Address

Company Name			Federal ID #
City & Zip Code			Amount of Contract
Payroll Officer	Telephone Number	Fax Number	Email Address

Company Name			Federal ID #
City & Zip Code			Amount of Contract
Payroll Officer	Telephone Number	Fax Number	Email Address

Company Name			Federal ID #
City & Zip Code			Amount of Contract
Payroll Officer	Telephone Number	Fax Number	Email Address

Company Name			Federal ID #
City & Zip Code			Amount of Contract
Payroll Officer	Telephone Number	Fax Number	Email Address

Company Name			Federal ID #
City & Zip Code			Amount of Contract
Payroll Officer	Telephone Number	Fax Number	Email Address

***Please Submit Extra Sheet if Necessary**

CURRENT TOTAL WORKFORCE BREAKDOWN

COMPANY: _____ **DATE:** _____

List Total Workforce (All Employees) for the Company

Job Category	Total Employees	Female	Caucasian	African American	Spanish American	American Indian	Asian	Other
Officers/ Supervisors								
Professionals								
Technicians								
Housing/Sales/ Rental/Mgmt.								
Office/ Clerical								
Service Workers								
Journeyman								
Helpers								
Apprentices								
Trainees								
Trade:								
Trade:								
Other:								
Other:								
TOTAL:								

***List Construction Trade / Other Job Title**

Business Name			Date Completed / /
Project Name			City
EEO Officer	Telephone Number	Fax Number	Email Address

PROPOSED PROJECT WORKFORCE BREAKDOWN

Job Category	Total Employees	Female	Caucasian	African American	Spanish American	American Indian	Asian	Other	# of positions not current occupied	# of positions to be filled with SEC 3 persons
Officers/ Supervisors										
Professionals										
Technicians										
Housing/Sales/ Rental/Mgmt.										
Office/ Clerical										
Service Workers										
Journeyman										
Helpers										
Apprentices										
Trainees										
Trade:										
Trade:										
Other:										
Other:										
TOTAL:										

List ONLY the Employees that will be Working on the Project

***List Construction Trade / Other Job Title**

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

SUBCONTRACTOR'S CERTIFICATION

CONCERNING LABOR STANDARDS AND PREVAILING WAGE REQUIREMENTS

TO (Appropriate Recipient)	DATE
	PROJECT NUMBER (If any)
C/O	
	PROJECT NAME

1. The undersigned, having executed a contract with _____

for the following work:

_____

in the amount of $_____ for the construction of the above-identified project, certifies that:

(a) The Labor Standards provisions of the Contract for Construction are included in the aforesaid contract;

(b) Neither he nor any firm, partnership, or association in which he has substantial interest is designated as an ineligible contractor by the Comptroller General of the United States pursuant to Section 5.8(b) of the Regulations of the Secretary of Labor, Part 5 (29 CFR Part 5) or pursuant to Section 3(a) of the Davis-Bacon Act as amended [40 U.S.C. 276a-2(a)].

(c) No part of the aforementioned contract has been or will be subcontracted to any subcontractor if such subcontractor or any firm, corporation, partnership, or association in which such subcontractor has a substantial interest is designated as an ineligible contractor pursuant to any of the aforementioned regulatory or statutory provisions.

2. He agrees to obtain and forward to the Contractor for transmittal to the recipient within ten (10) days after the execution of any lower subcontract, a Subcontractor's Certification Concerning Labor Standards and Prevailing Wage Requirements executed by the lower tier subcontractors, in duplicate.

The workmen will report for duty on or about _____(date).

3. He certifies that

(a) The legal name and the business address of the undersigned are

_____

_____

_____

(b) The undersigned is

_____ (1) A single Proprietorship

_____ (2) A Corporation organized in the State of _____

_____ (3) A Partnership

_____ (4) Other Organization (Describe) _____

(c) The names, titles, and addresses of the Owners, Partners, or Officers of the undersigned are

NAME	TITLE	ADDRESS

(d) The names and addresses of all other persons, both natural and corporate, having a substantial interest in the undersigned, and the nature of the interest (If none, so state)

NAME	ADDRESS	NATURE OF INTEREST

(e) The names, addresses, and trade classifications of all other building construction contractors in which the undersigned has a substantial interest are (If none, so state)

NAME	ADDRESS	TRADE CLASSIFICATION

Date

(Subcontractor)

(By)

WARNING

U. S. CRIMINAL CODE, Section 1010, Title 15, U.S.C., provides in part: "Whoever . . . makes, presents, utters, or publishes any statement, knowing the same to be false . . . shall be fined not more than $5,000 or imprisoned not more than two years, or both."

CERTIFICATION BY PROPOSED SUBCONTRACTOR REGARDING EQUAL EMPLOYMENT OPPORTUNITY

NAME OF PRIME CONTRACTOR	PROJECT NUMBER (If any)

INSTRUCTIONS

This certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor or any of their proposed subcontractors shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the Equal Opportunity Clauses; and, if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the Subcontractor has not filed a compliance report due under applicable instructions, such subcontractor shall be required to submit a compliance report before the Owner approves the subcontract or permits work to begin under the subcontract.

SUBCONTRACTOR'S CERTIFICATION

Name and Address of Subcontractor (Include ZIP Code)

1. Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause.

   _____ Yes _____ No

2. Compliance reports were required to be filed in connection with such contract or subcontract.

   _____ Yes _____ No

3. Bidder has filed all compliance reports due under applicable instruction, including SF-100.

   _____ Yes _____ No

4. Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended?

   _____ Yes _____ No

NAME AND TITLE OF SIGNER (Please print or type)

SIGNATURE DATE

Modeled after form HUD-12

CERTIFICATION OF SUBCONTRACTOR REGARDING
SECTION 3 AND SEGREGATED FACILITIES

Name of Subcontractor

Project Name

Project Number

The undersigned hereby certifies that:

(a) Section 3 provisions are included in the Contract;\

(b) Section 3 Worker Status Certification forms will be submitted for each worker when they report for work on project and Section 3 Utilization Reports will be submitted monthly at a minimum;

(c) No segregated facilities will be maintained.

NAME AND TITLE OF SIGNER (Please print or type)

SIGNATURE DATE

CERTIFICATION OF COMPLIANCE WITH AIR AND WATER ACTS

(Applicable to Federally assisted construction contracts and related subcontracts exceeding $100,000)

Compliance with Air and Water Acts

During the performance of this contract, the contractor and all subcontractors shall comply with the requirements of the Clean Air Act as amended, 42 USC 1857 et seq., the Federal Water Pollution Control Act as amended, 33 USC 1251 et seq., and the regulations of the Environmental Protection Agency with respect thereto at 40 CFR Part 15, as amended.

In addition to the foregoing requirements, all nonexempt contractors and subcontractors shall furnish to the Owner, the following:

1. A stipulation by the Contractor or subcontractors that any facility to be utilized in the performance of any nonexempt contract or subcontract is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR 15.20.

2. Agreement by the Contractor to comply with all the requirements of Section 114 of the Clean Air Act as amended, (42 USC 1857c-8) and Section 308 of the Federal Water Pollution Control Act as amended, (33 USC 1318) relating to inspection, monitoring, entry, reports, and information as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.

3. A stipulation that as a condition for the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized or to be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.

4. Agreement by the Contractor that he will include or cause to be included the criteria and requirements in paragraphs 1 through 4 of this Section in every nonexempt subcontract and requiring that the Contractor will take such action as the Government may direct as a means of enforcing such provisions.

_____ _____

Signature Date

_____

Title

ECONOMIC OPPORTUNITY FOR LOW AND VERY LOW INCOME PERSONS

SECTION 3

1. **Background –** Section 3 is a statutory provision which requires that HUD administer its programs providing direct financial assistance so that, to the greatest extent feasible, opportunities for job training, employment and contracting are given to lower income persons and firms in the area in which a HUD-assisted project is located. The Assistant Secretary for Fair Housing and Equal Opportunity has been delegated the responsibility for implementing this statutory provision. Section 3 is directed toward lower income residents and local businesses. Its legislative history reveals that Section 3 was originally designed to stimulate jobs and contracts for those persons who would be the beneficiaries of HUD's program assistance, primarily through large construction projects.

2. **Purpose –** Section 3 does not require the creation of jobs for low income persons or for anyone simply for the sake of creating economic opportunities. Section 3 requires that when employment or contract opportunities are generated by a recipient of HUD financial assistance because it necessitates the employment of additional personnel through individual hiring or awards of contracts for work, the recipient **must give preference in hiring** to low income persons. In addition, it **must give preference in contracting** to certified Section 3 businesses that are owned by these persons or those that substantially employ low-income persons.

   The Grant Recipient not only desires to include low-income persons in recruitment and solicitation efforts but also desires to undertake extra efforts to make these persons aware of the existence of the economic opportunities. Therefore, the City encourages applications for these opportunities and strives to award contracts to certified Section 3 businesses.

3. **Applicability –** Section 3 applies to the following assistance:

   1. Public Housing Assistance
   2. Housing and Community Development Assistance

   This includes housing rehabilitation, housing construction and other public improvement activities.

   Thresholds – Contractor and Subcontractor performing work on section covered project for which the amount assistance exceeds $200,000.

   A covered contract is a contract or subcontract (including a professional service contract) awarded by a recipient or contractor for work generated by the expenditure of Section 3 covered assistance, or for work arising in connection with a Section 3 covered project. "Section 3 covered contracts" do not include contracts awarded under HUD's procurement program, which are governed by the Federal Acquisition Regulation System (see 48 CFR, Chapter 1). "Section 3 covered contracts" also do not include contracts for the purchase of supplies and materials.

   The requirements apply to the **entire project or activity** whether fully or partially funded by HUD Section 3 covered assistance.

4. **Benchmark Goals –** The recipient may demonstrate compliance to the "greatest extent feasible" as required by Section 3 to meet or exceed the following benchmark goals for Section 3 workers and Targeted Section 3 workers:

   a. The benchmark for Section 3 workers is 25% or more of the total number of labor hours worked by all workers on a Section 3 project**.**

   b. The benchmark for Targeted Section 3 workers is 5% or more of the total number of labor hours worked by all workers o a Section 3 project.

DEFINITIONS

A. Section 3 Worker:

1. Any worker who currently fits or when hired within the past five years fit at least one of the following categories, as documented:
   a. The workers income for the previous or annualized calendar year is below the income limit established by HUD as determined below:

Fulton County	Low (80%) Income Limits
Persons in Family	**Income (less than)**
1 Person	$53,100.00
2 Persons	$60,700.00
3 Persons	$68,300.00
4 Persons	$75,850.00
5 Persons	$81,950.00
6 Persons	$88,000.00
7 Persons	$94,100.00
8 Persons	$100,150.00

   b. The worker is employed by a Section 3 business concern (defined below).
   c. The worker is a YouthBuild participant.

2. The status of a Section 3 worker shall not be negatively affected by a prior arrest or conviction.

3. Nothing in this policy or 24 CRF 75 shall be construed to require the employment of someone who meets this definition of a Section 3 worker. Section 3 workers are not exempt from meeting the qualifications of the position to be filled.

B. Targeted Section 3 worker:

1. A Section 3 worker who is:
   a. A worker employed by a Section 3 business concern; or
   b. A worker who currently fits or when hired fit at least one of the following categories, as documented within the past five years:
      i. Living within the service area or the neighborhood of the project (defined below); or
      ii. A YouthBuild participant.

C. Section 3 Business Concern:

1. A business concern meeting at least one of the following criteria, documented within the last six-month period:
   a. That is 51% or more owned and controlled by low or very-low income persons;

b. Over 75% of the labor hours performed for the business over the prior three-month period are performed by Section 3 workers; or
c. It is a business at least 51% owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing.

2. The status of a Section 3 business concern shall not be negatively affected by a prior arrest or conviction of its owner(s) or employees.

3. Nothing in this policy or 24 CFR 75 shall be construed to require the contracting or subcontracting of a Section 3 business concern. Section 3 business concerns are not exempt from meeting the specifications of the contract.

D. Service area or the neighborhood of the project

1. An area within one mile of the Section 3 project or, if fewer than 5,000 people live within one mile of a Section 3 project, within a circle centered on the Section 3 project that is sufficient to encompass a population of 5,000 people according to the most recent U.S. Census.

For more information, go to:
https://www.hud.gov/program_offices/field_policy_mgt/section3

ECONOMIC OPPORTUNITY FOR LOW AND VERY-LOW INCOME PERSONS

SECTION 3 - CLAUSE

All Section 3 covered contracts shall include the following clause:

A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3 shall, to the greatest extent feasible, be directed to low and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulation in 24CFR Part 75, which implemented Section 3. As evidence by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 75 regulations.

C. The contractor agrees to send to each labor organization or representative of workers which the contractor has a collective bargaining agreement or other understanding, **if any,** a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 Clause and will post copies of this notice in conspicuous places at the work site where both employees and applicants for training and employment position can see the notice. This notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. **The contractor agrees to include this Section 3 Clause in every subcontract subject to compliance with regulations in 24CFR Part 75,** and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 Clause. Upon finding that the subcontractor is in violation of the regulation in 24 CFR Part 75, the contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24CFR Part 75.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 75 require employment opportunities to be directed were not filled to circumvent the contractor's obligations under 24 CFR Part 75.

F. Non-compliance with HUD's regulations in 24 CRF Part 75 may result in sanctions, termination of this contractor for default, and debarment or suspension from future HUD assisted contracts.

COMPANY NAME: _____

FEDERAL TAX I.D. # _____

OWNER'S NAME: _____

OWNER'S SIGNATURE: _____

I certify that I have read the information above and understand the Section 3 requirements and numerical goals.

ECONOMIC OPPORTUNITY FOR LOW AND VERY-LOW INCOME PERSONS

SECTION 3 – MANDATORY SCREENING FORM

This business is located in _____ County and registered with the State of Ohio as a legal business and performs the following services (check all that apply):

Business Name: **Address:** **City & State:** **Zip:**	**dba:**		**Date Completed**
Person Completing This Form:	**Telephone #:**	**Fax Number #:**	**Email Address**

LEGAL STATUS: MARK ☒ ONE					
Sole Proprietor ☐	**Corporation** ☐	**Partnership** ☐	**Limited Liability** ☐	**Other (describe)** ☐	**Date Established**
Federal Tax ID or Social Security #:			**If Applicable:** **MBE/FBE Expiration Date:**		**Total Number of Employees:**

	Carpentry		Heating (HVAC)		Concrete/Asphalt
	Painting		Environmental Cleaning		Asbestos
	Electrical		Roofing		Lead Abatement
	Plumbing		Window/Door Installation		Carpet/Floor Installation
	Demolition/Excavation		Landscaping/Snow Plowing		Other:

Please check all that apply in the appropriate box.

☐ **I have been certified as a Section 3 business by _____; or**

☐ **I am interested in pursuing Section 3 Certification.**
If you are interested in perusing this classification, additional information will be required. Assistance in explaining the documentation process will be made available to you. An instruction form detailing the required documentation also will be made available.

☐ **As primary owner of this business,** I believe that my income meets HUD's income guidelines or;

☐ **I believe at least thirty percent (30%)** of the company's permanent, full-time employees are currently Section 3 residents, or within three (3) years of the date of first employment with the business my workers were Section 3 residents. A Section 3 resident meets the HUD low/moderate income definition. If further pursued, verification forms will be required.

The undersigned is an authorized representative.

Printed Name:	Title:
Signature:	Date:

This form is subject to all rules and regulations developed by the HUD Fraud, Waste and Abuse Office.

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

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

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

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

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

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

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

☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C – C corporation, S – S corporation, P – Partnership) . . . . .

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

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

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

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

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number

___ – ___ – ____

or

Employer identification number

__ – _____

Part II Certification

Under penalties of perjury, I certify that:

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

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

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

General Instructions

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

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

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

OPERS Independent Contractor Acknowledgement Form - Step 1 & Step 3 ONLY

NON-MEMBER ACKNOWLEDGMENT

Ohio Public Employees Retirement System
277 East Town Street, Columbus, Ohio 43215-4642

Employer Services: 1-888-400-0965
www.opers.org

This form is to be completed if you are an individual who begins providing personal services to a public employer on or after Jan. 7, 2013 but are not considered by the public employer to be a public employee (e.g., you are an independent contractor) and will not have contributions made to OPERS.

Employer: Please complete Step 2. The form must be completed and returned to the retirement system no later than 30 days after the individual begins providing personal services to the public employer. You may fax the completed form to 614-857-1152 or email to employeroutreach@opers.org.

If the individual providing this service is receiving a benefit from OPERS, you must submit the Notice of Re-employment or Contract Services of an OPERS Benefit Recipient, form SR-6, in addition to the Non-Member Acknowledgement, form PEDACKN, for the service listed below. Failure to submit the SR-6 form timely may result in an overpayment of pension billed to the employer.

STEP 1: Personal Information

First Name | MI | Last Name

Date of Birth: Month / Day / Year

STEP 2: Public Employer Information (To be completed by the Public Employer)

Name of Public Employer for which individual is providing personal services

Employer Contact

First Name | MI | Last Name

Employer Code

Employer Contact Phone Number

Service Provided to Public Employer

Start Date of Service

Month / Day / Year

End Date of Service

Month / Day / Year

STEP 3: Acknowledgment

The public employer identified in Step 2 has classified you as an independent contractor or another classification other than a public employee. Ohio law requires that you acknowledge in writing that you have been informed that the public employer identified in Step 2 has classified you as an independent contractor or another classification other than a public employee for the services described in Step 2 and that you have been advised that contributions to OPERS will not be made on your behalf for these services.

If you disagree with the public employer's classification, you may contact OPERS to request a determination as to whether you are a public employee eligible for OPERS contributions for this service. Ohio law provides that a request for a determination must be made within five years after you begin providing personal services to the public employer, unless you are able to demonstrate through medical records to the Board's satisfaction that at the time the five-year period ended, you were physically or mentally incapacitated and unable to request a determination.

By signing this form, you are acknowledging that the public employer for whom you are providing personal services has informed you that you have been classified as an independent contractor or another classification other than a public employee and that no contributions will be remitted to OPERS for the personal services you provide to the public employer. This acknowledgment will remain valid as long as you continue to provide the same services to the same employer with no break in service regardless of whether the initial contract period is extended by any additional agreement of the parties. You also acknowledge that you understand you have the right to request a determination of your eligibility for OPERS membership if you disagree with the public employer's classification. **A copy of this form must be sent to OPERS.**

Signature_____ Today's Date____/____/____

Do not print or type name

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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CONSTRUCTION SPECIFICATIONS INSTITUTE

EJCDC C-700 Standard General Conditions of the Construction Contract
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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.

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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.

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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.

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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

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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:*

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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.

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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

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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:*

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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

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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

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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

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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

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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

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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

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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.

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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.

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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:

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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:

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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

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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

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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.

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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.

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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.

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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

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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

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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.

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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

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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

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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.

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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.

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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

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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:

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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,

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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.

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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.

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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.

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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

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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.

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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.

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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.

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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

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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

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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.

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

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

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

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

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

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

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

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

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

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

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

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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.

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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;

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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

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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.

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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.

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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

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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

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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

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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

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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

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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

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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.

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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:*

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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:

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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.

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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.

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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.

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17.03 *Cumulative Remedies*

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

17.04 *Survival of Obligations*

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

17.05 *Controlling Law*

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

17.06 *Headings*

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

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SECTION 4
SUPPLEMENTARY CONDITIONS

SUPPLEMENTARY CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Each Occurrence	$2,000,000
General Aggregate	$4,000,000

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

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

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

(d) Fire Damage $100,000

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

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

(a) Split Limits:

Bodily Injury,	Each Person:	$2,000,000
	Each Occurrence	$2,000,000
Property Damage,	Each Occurrence	$1,000,000

or

(b) Combined Single Limit

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

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

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

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

Add the following section:

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

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

Add the following section:

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

SC-5.05 *Owner’s Liability Insurance*

See SC-5.04(C) above.

SC-5.06 *Property Insurance*

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

Add the following section:

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

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

SC-6.09 (D) Add the following:

D. The contractor agrees to the requirements of RC 153.59, RC 153.591, and RC 153.60.

Add the following section:

SC-6.10(B) Add the following:

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

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

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

SC-6.17 *Shop Drawings and Samples*

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

F. Contractor shall furnish required submittals with sufficient information and accuracy in order to obtain required approval of an item with no more than three (3) submittals. Engineer will record Engineer's time for reviewing subsequent materials of shop drawings, samples, or other items requiring approval and Contractor shall reimburse Owner for Engineer's charges for such time.

G. In the event that Contractor requests a substitution for a previously approved item, Contractor shall reimburse Owner for Engineer's charges for such time unless the need for such substitution is beyond the control of the Contractor.

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

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

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

1. Scheduling and coordinating the work of the Prime Contractors including submission and periodic updating of project schedule.

2. Establishing and administrating the site safety program and procedures for the project.

3. See that permits are applied for and obtained on a timely basis. Advise the Engineer of any problems related to permit approval.

4. Monitoring compliance with Laws and Regulations.

5. Maintain project site for dust, sedimentation, debris, waste, and general site cleanliness.

6. Coordinate location and use of temporary construction facilities including but not limited to sanitary, water, power, telephone, and parking.

7. Coordinate Owner interface for utility tie-ins/shut downs.

8. Monitor shop drawing submittal and coordination of submittal information between Prime Contractors.

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

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

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

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

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

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

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

Add the following section:

SC-14.02(A) (4)

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

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

ARTICLE 16 - DISPUTE RESOLUTION AGREEMENT - MEDIATION/ARBITRATION

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

16.01 All claims, disputes, and other matters in question between OWNER and CONTRACTOR arising out of or relating to the Contract Documents or the breach thereof (except for claims which have been waived by the making or acceptance of final payment as provided by paragraph 14.09) will be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then obtaining, subject to the limitations of this Article 16. This agreement so to arbitrate and any other agreement or consent to arbitrate entered into in accordance herewith as provided in this Article 16 will be specifically enforceable under the prevailing law of any court having jurisdiction.

16.02 No demand for arbitration of any claim, dispute, or other matter that is required to be referred to Engineer initially for decision in accordance with paragraph 9.09 will be made until the earlier of (a) the date on which ENGINEER has rendered a written decision or (b) the thirty-first day after the parties have presented their evidence to ENGINEER if a written decision has not been rendered by ENGINEER before that date. No demand for arbitration of any such claim, dispute or other matter will be made later than thirty days after the date on which ENGINEER has rendered a written decision in respect thereof in accordance with paragraph 9.08 and the failure to demand arbitration within said thirty days' period will result in Engineer's decision being final and binding upon OWNER and CONTRACTOR. If ENGINEER renders a decision after arbitration proceedings have been initiated, such decision may be entered as evidence but will not supersede the arbitration proceedings, except where the decision is acceptable to the parties concerned. No demand for arbitration of any written decision of ENGINEER rendered in accordance with paragraph 9.08 will be made later than ten days after the part making such demand has delivered written notice of intention to appeal as provided in paragraph 10.05.

16.03 Notice of the demand for arbitration will be filed in writing with the other party to the Agreement and with the American Arbitration Association, and a copy will be sent to ENGINEER for information. The demand for arbitration will be made within the thirty-day or ten-day period specified in paragraph 16.02 as applicable, and in all other cases within a reasonable time after the claim, dispute or other matter in question has arisen, and in no event shall any such demand be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.

16.04 Except as provided in paragraph 16.05 below, no arbitration arising out of or relating to the Contract Documents shall include by consolidation, joiner or in any other manner any other person or entity (including ENGINEER, ENGINEER's Consultant, and the officers, directors, agents, employees, or consultants of any of them) who is not a party to this contract unless:

(A) the inclusion of such other person or entity is necessary if complete relief is to be afforded among those who are already parties to the arbitration, and

(B) such other person or entity is substantially involved in a question or law or fact which is common to those who are already parties to the arbitration and which will arise in such proceedings, and

(C) the written consent of the other person or entity sought to be included and of OWNER and CONTRACTOR has been obtained for such inclusion, which consent shall make specific references to this paragraph; but no such consent shall constitute consent to arbitration of any dispute not specifically described in such consent or to arbitration with any party not specifically identified in such consent.

16.05 Notwithstanding paragraph 16.04 if a claim, dispute or other matter in question between OWNER and CONTRACTOR involves the Work of a Subcontractor, either OWNER or CONTRACTOR may join such Subcontractor as a party to the arbitration between OWNER and CONTRACTOR herein under. CONTRACTOR shall include in all subcontracts required by paragraph 6.06(G) a specific provision whereby the Subcontractor consents to being joined in an arbitration between OWNER and CONTRACTOR involving the Work and such Subcontractor. Nothing in this paragraph 16.05 nor in the provision of such subcontract consenting to joinder shall create any claim, right or cause of action in favor of Subcontractor and against OWNER, ENGINEER, or ENGINEER's Consultants that does not otherwise exist.

16.06 The award rendered by the arbitration will be final, judgment may be entered upon it in any court having jurisdiction thereof, and it will not be subject to modification or appeal.

16.07 OWNER and CONTRACTOR agree that they shall first submit any and all unsettled claim, counterclaims, disputes and other matters in questions between them arising out of or relating to the Contract Documents or the breach thereof ("disputes"), to mediation by the American Arbitration Association under the Construction Industry Mediation Rules of the American Arbitration Association prior to either of them initiating against the other a demand for arbitration pursuant to paragraphs 16.01 through 16.06, unless delay in initiating arbitration would irrevocably prejudice one of the parties. The respective thirty and ten-day time limits within which to file a demand for arbitration as provided in paragraphs 16.02 and 16.03 above shall be suspended with respect to a dispute submitted to mediation within those same applicable time limits and shall remain suspended until ten days after the termination of the mediation. The mediator of any dispute submitted to mediation under this Agreement shall not serve as arbitrator of such dispute unless otherwise agreed.

Community Development Block Grant (CDBG)
Supplemental Conditions

Note: If any of these supplemental conditions are addressed in other areas of the contract documents the more stringent of the requirements will be enforced.

1. Breach of Contract Terms. Any violation or breach of terms of this contract on the part of the Contractor may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this contract. The duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

2. Termination of Contract for Cause. If, through any cause, the Contractor shall fail to fulfill in timely and proper manner his obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the Community shall thereupon have the right to terminate this Contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Contractor under this Contract shall, at the option of the Community, become its property and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

   Notwithstanding the above, the Contractor shall not be relieved of liability to the Community for damages sustained by the Community by virtue of any breach of the Contract by the Contractor, and the Community may withhold any payment to the Contractor for the purpose of set-off until such time as the exact amount of damages due the Community from the Contractor is determined.

3. Termination for Convenience. The Community may terminate this Contract at any time giving at least ten (10) days notice in writing to the Contractor. If the Contract is terminated by the Community as provided herein, the Contractor will be paid for the time provided and expenses incurred up to the termination date. If this Contract is terminated due to the fault of the Contractor, Paragraph 1 hereof relative to termination shall apply.

4. Equal Employment Opportunity. During the performance of this Contract, the Contractor agrees as follows:

   a. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, sex, color, age, familial status, handicap, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, sex, color, age, familial status, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation;
   and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be

provided by the Community setting forth the provision of this non-discrimination clause.

b. The Contractor will, in all solicitation or advertisements for employees placed by or on behalf of the Contractor; state that all qualified applicants will receive consideration for employment with regard to race, creed, sex, color, age, familial status, handicap, or national origin.

c. The Contractor will cause the foregoing provisions inserted in all subcontracts for any work covered by this Contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontract for standard commercial supplies or raw materials.

d. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

e. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Community's Department of Housing and Community Development and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

f. In the event of the Contractor's non-compliance with the non-compliance clauses of this Agreement or with any of such rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for future Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

g. The Contractor will include the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Community's Department of Housing and Community Development may direct as a means of enforcing such provisions including sanctions for non-compliance, provided, however, that in the event the Contractor becomes involved in, or is threatened with, ligation with a subcontractor or vendor as a result of such direction by the Community's Department of Housing and Community Development, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

5. Civil Rights Act of 1988, as Amended. Under Title VI of the Civil Rights Act, as amended, no person shall, on the grounds of race, color, creed, sex, familial status, handicap, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

6. Section 109 of the Housing and Community Development Act, as Amended. No person in the United States shall on the grounds of race, color, national origin, familial status, handicap, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

7. Section 3 Compliance in the Provision of Training, Employment, and Business Opportunities.

   a. The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Community Development Act, as amended, Section 3 requires that to the greatest extent feasible opportunities for training an employment be given to lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.

   b. The parties of this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR Part 75, and all applicable rules and orders of the Department issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.

   c. The contractor will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or worker's representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

   d. The contractor will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 75. The contractor will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 75 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

   e. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 75, and all applicable rules and orders of the Department issued hereunder prior to the execution of the contract, shall be a condition of the federal financial assistance provided to the project, binding upon its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors, and subcontractors, its successors an assigns to those sanctions specified by the grant or loan agreement or contract through which Federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 75.

8. Compliance with the Copeland Act. The Contractor shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR part 3).

9. Compliance with the Davis-Bacon Act. The Contractor shall comply with the Davis-Bacon Act the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR part 5).

10. Compliance with §103 and §107 of the Contract Work Hours and Safety Standards Act.

    a. 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 the individual is employed on such work to work in excess of 40 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 (40) hours in such workweek

    b. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (a) 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, 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 subparagraph a 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 (40) hours without payment of the overtime wages required by the clause set forth in subparagraph a of this section.

    c. Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor 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 contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act with 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 subparagraph b of this section.

    d. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraphs a through d of this paragraph 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 subparagraphs a through d of this section.

11. Reports and Information. The Contractor, at such times and in such forms as the Community may require, shall furnish the Community such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Contract, the costs and obligations incurred or to be incurred

in connection therewith, and any other matters covered by this Contract.

12. Patent Rights. No discovery or patent rights arising from any discovery or invention which arises or is developed in the course of or under this contract shall be exercised by or on behalf of the contractor.

13. Copyright. No report, maps, or other documents produced in whole or in part under this Contract shall be subject of an application for copyright by or on behalf of the Contractor.

14. Access to Records. The State of Ohio, the Department of Housing and Urban Development, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the Contractor which are directly pertinent to this specific contract, for the purpose of audits, examinations, and making excerpts and transcriptions.

15. Records and Audits. The Contractor shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by the Community to assure proper accounting for all project funds, both Federal and non-Federal shares. These records will be made available for audit purposes to the Community or any authorized representative, and will be retained for three years after the expiration of this Contract unless permission to destroy them is granted by the Community.

16. Compliance with §306 of the Clean Air Act and §508 or the Clean Water Act. The Contractor shall comply with all applicable standards, orders, or requirements issued 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 Environmental Protection Agency regulations (40 CFR, Part 15) prohibiting the use of facilities included on the EPA List of Violating Facilities.

17. Energy Efficiency. The Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

18. Compliance with Local Laws. The Contractor shall comply with all applicable laws, ordinances, and coded of the State and Local governments, and the Contractor shall save the Community harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Contract.

19. Interest of Member of the Governing Body. No member of the governing body of the Community and no other officer, employee, or agent of the Community, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract; and the Contractor shall take appropriate steps to assure compliance.

20. Interest of Other Local Public Officials. No member of the governing body of the locality and no other public official of such locality, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct, or indirect, in this Contract; and the Contractor shall take appropriate steps to assure compliance.

21. Interest of Contractor and Employees. The Contractor covenants that he presently has no interest and shall not acquire interest, direct, or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with performance of his services hereunder. The Contractor further covenants that in the performance of this Contract, no person having any such interest shall be employed.

22. Changes.

a. The Community may, from time to time, request changes in the scope of the services of the Contractor to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by between the Community and the Contractor, shall be incorporated in written amendment to this Contract.

b. Change orders must be prepared by the construction inspector and/or architect/engineer. The locality must approve and authorize change orders before they are given to the contractor.

23. Personnel.

a. The Contractor represents that he has, or will secure at his expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the Community.

b. All of the services required hereunder will be performed by the Contractor or under his supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and Local law to perform such services.

c. None of the work or services covered by this Contract shall be subcontracted without the prior written approval of the Community. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Contract.

24. Assignability. The Contractor shall not assign any interest on this Contract, and shall not transfer any interest in the same (whether by assignment or notation), without the prior written consent of the Community thereto: Provided, however, that claims for money by the Contractor from the Community under this Contract may be assigned to a ban, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the Community.

25. Supervision. The Contractor will supervise and direct the work. He will be solely responsible for the means, methods, techniques, sequences and procedures of construction. The Contractor will employ and maintain on the work a qualified supervisor or superintendent who shall have been designated in writing by the Contractor or the Contractor’s representative at the site. The supervisor shall have full authority to act on behalf of the Contractor and all communications given to the supervisor shall be a binding as if given to the Contractor. The supervisor shall be present on the site at all times as required to perform adequate supervision and coordination of the work.

26. Claims Against Contractor. The Contractor shall indemnify and save the Owner or the Owner's agents harmless from all claims growing out of the lawful demands of Subcontractor's laborers, workmen, mechanics, material persons, and furnishers of machinery and parts thereof, equipment, tools, and all supplies, incurred in the furtherance of the performance of the work. The Contractor shall, at the Owner's request, furnish satisfactory evidence that all obligations of the nature designated above have been paid, discharged, or waived. If the Contractor fail to do so, the Owner, may, after having notified the Contractor, either pay unpaid bills or withhold from the Contractor's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the Contractor shall be resumed, in accordance with the terms of the contract Documents, but in no event shall the provisions of this sentence be construed to impose any obligations upon the Owner to either the Contractor, his Surety, or any third party. In paying any unpaid bills of the Contractor, any payment so made by the Owner shall be considered as a payment made under the Contract Documents by the Owner to the Contractor and the Owner shall not be liable to the contractor for any such payments in good faith.

27. Subcontracting.

a. Neither the Contractor nor the Owner shall sell, transfer, assign, or otherwise dispose of his right, title, or interest therein, or his obligations thereunder.

b. The Contractor shall not sublet, sell, transfer or assign any portion of the contract without written consent of the Owner of his/her designated agent. When such consent is given, the Contractor will be permitted to sublet a portion thereof, but shall perform with his/her own organization, work amounting to no less than fifty percent of the total contract cost, except that any item designated in the contract before computing the amount of work required to be performed by the Contractor with his/her own organization. No subcontract, or transfer of contract, shall in any way release the Contractor of his/her liability under the contract and bonds.

c. The Contractor shall not award work to Subcontractor(s) without prior written approval of the Owner, after verification by the Ohio Department of Development of the subcontractor's current eligibility status, and after submission of all certifications as required. The Contractor shall be fully responsible to the Owner for the acts and omissions of the subcontractor(s), and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.

28. Time.

a. The date of beginning and the time for completion of the work are essential conditions of the Contract Documents and the work embraced shall be commenced on a date specified in the Notice to Proceed.

b. The Contractor will proceed with the work at such rate of progress to ensure full completion within the Contract Time. It is expressly understood and agreed, by and between the Contractor and the Owner, that the Contract Time for the completion of the work described herein is a reasonable time, taking into consideration the average climatic and economic

conditions and other factors prevailing in the locality of the work.

c. If the Contractor shall fail to complete the work within the Contract Time, or extension of time granted by the Owner, the Contractor will pay to the Owner for liquidated damages for each calendar day that the Contractor shall be in default after the time stipulated in the Contract Documents.

29. Completion of Work.

a. The Contractor shall guarantee all materials and equipment furnished and work performed for a period of one year from the date of Substantial Completion. The Contractor warrants and guarantees for a period of one year from the date of Substantial Completion of the improvement that it is free from all defects due to faulty materials or workmanship, and the Contractor shall promptly make corrections as may be necessary by reason of such defects. The Owner will give notice of observed defects with reasonable promptness. In the event that the Contractor should fail to make repairs, adjustments, or other work which may be made necessary by such defects, the Owner may do so and charge the Contractor the cost thereby incurred. The Contract Bond shall remain in full force and effect through the guarantee period.

b. When the work, including that performed by Subcontractors, is completed, the site shall be cleaned of all rubbish and debris caused by the construction. All sheds or other temporary structures, surplus materials, and equipment shall be removed and the project left in a neat and presentable condition.

30. Work Inspection and Payment Process.

a. Upon receiving the Notice to Proceed, the contractor must submit to the locality a cost breakdown showing the amount assigned to each portion of the work. This breakdown is not required when per unit prices form the basis of payment under the contract. This breakdown must be reviewed by the locality and the architect/engineer and used as the basis for requests for payment. This breakdown should be submitted within 10 days of the Notice to Proceed.

b. The construction inspectors must check for quality and quantity control. Quality control must include quality tests as necessary to verify conformance with technical specifications concerning minimum quality requirements. Quantity control must include verification of in-place quantities and other records reflecting the as-built facility.

c. Upon completion of agreed quantities of work, the contractor may submit to the locality requests for partial or progress payments. Written inspection reports must accompany the contractor’s request for partial payment.

d. Inspection reports, copies of field measurement notes, and test results used to verify contractor’s periods pay estimate for partial payment should be attached and filed with the periodic estimate for partial payment.

e. Upon receipt of certificates for partial payment and necessary documentation, the locality must check Equal Opportunity and Labor Standards compliance files to ensure that all requirements have been met.

f. Payment to the Contractor shall be made by the Owner, according to the following schedule (as determined by community):

g. The Owner's Representative shall certify on the pay request that he approved the completed work prior to the Owner making payment. Upon receipt of an approved progress schedule from the Contractor, the Owner shall submit a drawdown request to the Ohio Department of Development for CDBG funds to pay the contractor. A turnaround time of 20-30 days is expected before said funds are forwarded to the Owner.

h. It is important that the progress schedule be based on achievable goals, and that the Contractor makes every effort to meet target dates. The Owner may hold the proceeds of a CDBG drawdown for only 15 days. If the funds from the drawdown are not expended during the prescribed period, those funds must be returned and a new drawdown requested. This causes delay in making payments to contractors.

31. Liquidated Damages.

a. Liquidated damages are a percentage of the contract price withheld from payment as insurance against breach of contract with respect to the payment of estimated labor costs.

b. Partial payment to the contractor for labor performed under either a unit or lump sum price contract shall be made at the rate of ninety-two percent of the estimates prepared by the contractor and approved by the architect/engineer. All labor performed after the job is fifty percent completed shall be paid for at the rate of one hundred percent of the estimates submitted by the contractor and approved by the architect/engineer.

32. Permits. Unless otherwise stated in the Bid Documents, the Contractor is responsible for obtaining and paying for all necessary permits and licenses for the proper authorities. The Contractor shall give all notices and comply with all laws, ordinances, rules, and regulations bearing on the conduct of the work as drawn and specified. If the Contractor observes that the contract documents are at variance therewith, he/she shall promptly notify the owner in writing.

33. Insurance.

a. The Contractor shall not commence work under this Contract until he has obtained all the insurance required hereunder and such insurance has been approved by the Owner, nor shall the Contractor allow any Subcontractor to commence work on his subcontract until all similar insurance required of the Subcontractor has been so obtained and approved. Approval of the insurance by the Owner shall not relieve or decrease the liability of the Contractor hereunder.

b. The Contractor shall file with the Owner all Certificate(s) of Insurance as are necessary to document the insurance coverage required hereunder, subject to the approval of the Owner

and receipt of any additional forms/documentation requested, prior to final execution of the Agreement Contract and issuance of the Notice to Proceed.

c. Worker's Compensation

All contractors and subcontractors shall acquire and maintain, during the term of the Contract, Worker's Compensation insurance in full compliance with the laws of the state of Ohio.

d. Contractor's Liability Insurance

i. The Contractor shall acquire and maintain during the term of the Contract Bodily Injury and Property Damage Liability Insurance under a standard Comprehensive General/Automobile Liability Policy which shall provide and include coverage on all Contractor's Operations, Contractor's Protective (Sublet) Liability, Contractual Liability, Completed Operations Liability, Owned Automobiles and Non-owned and Hired Automobiles.

ii. Property Damage Liability Insurance shall be provided on any demolition, blasting, excavating, shoring or similar operation on an "if any" basis.

iii. Bodily Injury Liability limits shall be for an amount of no less than Two Hundred Fifty Thousand ($250,000) Dollars for injuries, including wrongful death to any one person and subject to the same limit for each person, in an amount of not less than Five Hundred Thousand ($500,000) Dollars on the account of any one occurrence.

iv. Property Damage Liability insurance shall be in an amount of not less than One Hundred Thousand ($100,000) per occurrence. General Liability shall be extended to provide "Broad Form Property Damage Liability," and in an amount of not less than One Million ($1,000,000) Dollars aggregate for damage on account of all occurrences.

v. Any combination of underlying Comprehensive General/Automobile Liability coverage with Umbrella/Excess Liability coverage which provides no less than One Million ($1,000,000) Dollars Single Limit Bodily Injury and Property Damage Liability Insurance for the Contractor will also be acceptable.

vi. The Owner may adjust the liability limits to coincide with local government procurement policies and practice within the limits of state and local law.

e. Builder's Risk Insurance

Each Contractor shall maintain insurance to protect himself and the Owner, jointly, from loss incurred by fire, lightning, extended coverage hazards, vandalism, theft, explosion and malicious mischief in the full amount of the Contract and such insurance shall cover all labor and material connected with the work, including materials delivered to the site, but not yet installed.

f. Installation Floater Insurance
When a contractor is involved solely in the installation of materials and not in the construction of a building, an Installation Floater is required in lieu of a Builder's Risk Policy with the same general conditions applying as set forth in Paragraph E.

g. The Policies as listed above shall all contain all the following special provisions:

i. "The Company agrees that thirty (30) days prior to cancellation or reduction of the insurance afforded by this policy with respect to the Contract involved, written notice will be mailed to the contract owner."

ii. The maintaining of such insurance as outlined herein shall in no way constitute a waiver of legal liability for damage to any adjoining buildings or their contents or the work and property of others on the site beyond the limits of insurance thus maintained. The Contractor shall hold the Owner free and harmless from any injury and damage resulting from the negligent or faulty performance of the Contract by the Contractor or by his/her Subcontractors.

iii. Each Contractor shall hold the Owner harmless from all payments for patents, either as royalty or otherwise, in the use of materials, methods, appliances, etc., that he may be in any way involved in or connected with any part of his work or the work of his Subcontractors.

iv. Prior to commencement of any work under Contract, the Contractor shall furnish one (1) copy of Declaration of Insurance as evidence of coverage.

Required Contract Certifications/Notifications

1. Non-Collusion Affidavit
Affidavit should state that the bid or proposal is genuine, is not done in the interest or on behalf of any unnamed person, and that the bidder has not conspired with or solicited another company to create a fake bid for comparative purpose, has not asked competitors to refrain from bidding, and has not conspired with a competitor or other company to create an unfair advantage over other bidders

2. Delinquent Property Tax Certification
Bidders must submit a statement affirming that they have no outstanding property tax liability in the county in which the locality is located. This statement must be made under oath and submitted to the locality's fiscal officer.

3. Worker's Compensation Certification
Ohio law requires bidders who operate within the state to provide workers' compensation coverage for their employees. A certificate of premium paid must be retained with the contract document.

4. Handicapped Access Certification
Upon completion of the working drawings, the architect or engineer shall execute a certification to the effect that applicable standards of accessibility by the handicapped. If the project is exempt

from these standards, the basis for this exemption must be specified. This certification must be co-signed by a local official.

5. Attorney's Review Certification
   For procurement of construction costing over $5,000, the contract documents must be reviewed in their entirety by the locality's attorney after contract signing to ensure compliance with applicable state and local law. The state reserves the right to review the package in order to ensure inclusion of all applicable CDBG terms and conditions

6. Auditor's Certification
   The availability of funds for the contract must be certified by the locality's financial officer.

7. Notice of Award

8. Notice to Proceed

Bid Bonding/Guarantees

1. A bid guarantee shall be in the form of either a surety bond in the full amount of the contract or a certified check, cashier's check, or letter of credit in the amount of ten percent of the bid, and a contract bond/performance bond or letter of credit for the full amount of the contract.

POSTERS

The project site shall be posted with the following posters and information in a conspicuous place:

A. Poster "Notice to All Employees Working on Federal or Federally Financed Construction Projects."
B. A copy of the appropriate general wage decision.
C. Poster "Equal Employment Opportunity is the Law."
D. Poster "Ohio Minor Labor Laws."
E. Poster "Job Safety and Health Protection."

EMPLOYEE RIGHTS

UNDER THE DAVIS-BACON ACT

FOR LABORERS AND MECHANICS EMPLOYED ON FEDERAL OR FEDERALLY ASSISTED CONSTRUCTION PROJECTS

PREVAILING WAGES

You must be paid not less than the wage rate listed in the Davis-Bacon Wage Decision posted with this Notice for the work you perform.

OVERTIME

You must be paid not less than one and one-half times your basic rate of pay for all hours worked over 40 in a work week. There are few exceptions.

ENFORCEMENT

Contract payments can be withheld to ensure workers receive wages and overtime pay due, and liquidated damages may apply if overtime pay requirements are not met. Davis-Bacon contract clauses allow contract termination and debarment of contractors from future federal contracts for up to three years. A contractor who falsifies certified payroll records or induces wage kickbacks may be subject to civil or criminal prosecution, fines and/or imprisonment.

APPRENTICES

Apprentice rates apply only to apprentices properly registered under approved Federal or State apprenticeship programs.

PROPER PAY

If you do not receive proper pay, or require further information on the applicable wages, contact the Contracting Officer listed below:

or contact the U.S. Department of Labor's Wage and Hour Division.

WAGE AND HOUR DIVISION
UNITED STATES DEPARTMENT OF LABOR

1-866-487-9243
TTY: 1-877-889-5627
www.dol.gov/whd

CDBG.SC.14

WH1321 REV 10/17

Equal Employment Opportunity is THE LAW

Private Employers, State and Local Governments, Educational Institutions, Employment Agencies and Labor Organizations

Applicants to and employees of most private employers, state and local governments, educational institutions, employment agencies and labor organizations are protected under Federal law from discrimination on the following bases:

RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN

Title VII of the Civil Rights Act of 1964, as amended, protects applicants and employees from discrimination in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment, on the basis of race, color, religion, sex (including pregnancy), or national origin. Religious discrimination includes failing to reasonably accommodate an employee's religious practices where the accommodation does not impose undue hardship.

DISABILITY

Title I and Title V of the Americans with Disabilities Act of 1990, as amended, protect qualified individuals from discrimination on the basis of disability in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment. Disability discrimination includes not making reasonable accommodation to the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or employee, barring undue hardship.

AGE

The Age Discrimination in Employment Act of 1967, as amended, protects applicants and employees 40 years of age or older from discrimination based on age in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment.

SEX (WAGES)

In addition to sex discrimination prohibited by Title VII of the Civil Rights Act, as amended, the Equal Pay Act of 1963, as amended, prohibits sex discrimination in the payment of wages to women and men performing substantially equal work, in jobs that require equal skill, effort, and responsibility, under similar working conditions, in the same establishment.

GENETICS

Title II of the Genetic Information Nondiscrimination Act of 2008 protects applicants and employees from discrimination based on genetic information in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment. GINA also restricts employers' acquisition of genetic information and strictly limits disclosure of genetic information. Genetic information includes information about genetic tests of applicants, employees, or their family members; the manifestation of diseases or disorders in family members (family medical history); and requests for or receipt of genetic services by applicants, employees, or their family members.

RETALIATION

All of these Federal laws prohibit covered entities from retaliating against a person who files a charge of discrimination, participates in a discrimination proceeding, or otherwise opposes an unlawful employment practice.

WHAT TO DO IF YOU BELIEVE DISCRIMINATION HAS OCCURRED

There are strict time limits for filing charges of employment discrimination. To preserve the ability of EEOC to act on your behalf and to protect your right to file a private lawsuit, should you ultimately need to, you should contact EEOC promptly when discrimination is suspected: The U.S. Equal Employment Opportunity Commission (EEOC), 1-800-669-4000 (toll-free) or 1-800-669-6820 (toll-free TTY number for individuals with hearing impairments). EEOC field office information is available at www.eeoc.gov or in most telephone directories in the U.S. Government or Federal Government section. Additional information about EEOC, including information about charge filing, is available at www.eeoc.gov.

Employers Holding Federal Contracts or Subcontracts

Applicants to and employees of companies with a Federal government contract or subcontract are protected under Federal law from discrimination on the following bases:

RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN

Executive Order 11246, as amended, prohibits job discrimination on the basis of race, color, religion, sex or national origin, and requires affirmative action to ensure equality of opportunity in all aspects of employment.

INDIVIDUALS WITH DISABILITIES

Section 503 of the Rehabilitation Act of 1973, as amended, protects qualified individuals from discrimination on the basis of disability in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment. Disability discrimination includes not making reasonable accommodation to the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or employee, barring undue hardship. Section 503 also requires that Federal contractors take affirmative action to employ and advance in employment qualified individuals with disabilities at all levels of employment, including the executive level.

DISABLED, RECENTLY SEPARATED, OTHER PROTECTED, AND ARMED FORCES SERVICE MEDAL VETERANS

The Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 U.S.C. 4212, prohibits job discrimination and requires affirmative action to employ and advance in employment disabled veterans, recently separated veterans (within three years of discharge or release from active duty), other protected veterans (veterans who served during a war or in a campaign or expedition for which a campaign badge has been authorized), and Armed Forces service medal veterans (veterans who, while on active duty, participated in a U.S. military operation for which an Armed Forces service medal was awarded).

RETALIATION

Retaliation is prohibited against a person who files a complaint of discrimination, participates in an OFCCP proceeding, or otherwise opposes discrimination under these Federal laws.

Any person who believes a contractor has violated its nondiscrimination or affirmative action obligations under the authorities above should contact immediately:

The Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, 200 Constitution Avenue, N.W., Washington, D.C. 20210, 1-800-397-6251 (toll-free) or (202) 693-1337 (TTY). OFCCP may also be contacted by e-mail at OFCCP-Public@dol.gov, or by calling an OFCCP regional or district office, listed in most telephone directories under U.S. Government, Department of Labor.

Programs or Activities Receiving Federal Financial Assistance

RACE, COLOR, NATIONAL ORIGIN, SEX

In addition to the protections of Title VII of the Civil Rights Act of 1964, as amended, Title VI of the Civil Rights Act of 1964, as amended, prohibits discrimination on the basis of race, color or national origin in programs or activities receiving Federal financial assistance. Employment discrimination is covered by Title VI if the primary objective of the financial assistance is provision of employment, or where employment discrimination causes or may cause discrimination in providing services under such programs. Title IX of the Education Amendments of 1972 prohibits employment discrimination on the basis of sex in educational programs or activities which receive Federal financial assistance.

INDIVIDUALS WITH DISABILITIES

Section 504 of the Rehabilitation Act of 1973, as amended, prohibits employment discrimination on the basis of disability in any program or activity which receives Federal financial assistance. Discrimination is prohibited in all aspects of employment against persons with disabilities who, with or without reasonable accommodation, can perform the essential functions of the job.

If you believe you have been discriminated against in a program of any institution which receives Federal financial assistance, you should immediately contact the Federal agency providing such assistance.

EEOC 9/02 and OFCCP 8/08 Versions Useable With 11/09 Supplement
EEOC-P/E-1 (Revised 11/09)

Ohio | Department of Commerce

Division of Industrial Compliance

Mike Dewine, Governor

Jon Husted, Lt. Governor

Sheryl Maxfield, Director

STATE OF OHIO
MINOR LABOR LAWS
www.com.ohio.gov

*OHIO REVISED CODE CHAPTER 4109**
"MINOR" MEANS ANY PERSON LESS THAN 18 YEARS OF AGE

WORKING PERMITS: Every minor 14 through 17 years of age must have a working permit unless otherwise stated in Chapter 4109.
WAGE AGREEMENT: No employer shall give employment to a minor without agreeing with him/her as to the wages or compensation he/she shall receive for each day, week, month, year or per piece for work performed.
REST PERIOD: No employer shall employ a minor more than 5 consecutive hours without a rest period of at least 30 minutes.
LIST OF MINORS EMPLOYED: Employer shall keep a list of minors employed at each establishment and a list must be posted in a conspicuous place to which all minor employees have access.
TIME RECORDS: Every employer shall keep a time book or other written record showing actual starting and stopping time of each work and rest period. These records must be kept for two (2) years.

RESTRICTIONS ON WORKING HOURS FOR MINORS 14 and 15 YEARS OF AGE

No person under 16 shall be employed:

1. During school hours except where specifically permitted by Chapter 4109
2. Before 7 a.m. or after 9 p.m. from June 1st to September 1st or during any school holiday of 5 school days or more; or after 7 p.m. at any other time
3. For more than 3 hours a day in any school day
4. For more than 18 hours in any school week
5. For more than 8 hours in any day when school is not in session
6. For more than 40 hours in any week that school is not in session nor during school hours, unless employment is incidental to bona fide programs of vocational cooperative training, work-study, or other work-oriented programs with the purpose of educating students, and the program meets standards established by the state board of education.

RESTRICTIONS ON WORKING HOURS FOR MINORS 16 and 17 YEARS OF AGE

No person 16 or 17 who is required to attend school shall be employed:

1. Before 7 a.m. on any day that school is in session or 6 a.m. if the person was not employed after 8 p.m. the previous night
2. After 11 p.m. on any night preceding a day that school is in session.

PROHIBITED OCCUPATIONS FOR MINORS UNDER 16 YEARS OF AGE

1. All manufacturing; mining; processing; public messenger service
2. Work in freezers and meat coolers and all preparation of meats for sale (except wrapping, sealing, labeling, weighing, pricing and stocking)
3. Transportation; storage; communications; public utilities; construction; repair
4. Work in boiler or engine rooms; maintenance or repair of machinery
5. Outside window washing from window sills or scaffolding and/or ladders
6. Cooking and baking; operating, setting up, adjusting, cleaning, oiling or repairing power-driven food slicers, grinders, food choppers, cutters, bakery type mixers
7. Loading or unloading goods to and from trucks
8. All warehouse work except office and clerical
9. Work in connection with cars and trucks involving the use of pits, racks or lifting apparatus or involving the inflation of any tire mounted on a rim equipped with a removable retaining ring.

PROHIBITED OCCUPATIONS FOR MINORS 14 through 17 YEARS OF AGE

1. Occupations involving slaughtering, meat-packing, processing or rendering
2. Power-driven bakery machines
3. Occupations involved in the manufacture of brick, tile and kindred products
4. Occupations involved in the manufacture of chemicals
5. Manufacturing or storage occupations involving explosives
6. Occupations involving exposure to radioactive substances and to ionizing radiations
7. Power-driven paper products machines
8. Power-driven metal forming, punching and shearing machines
9. Occupations involved in the operation of power-driven circular saws, band saws and guillotine shears
10. Power-driven woodworking machines
11. Coal mines
12. Occupations in connection with mining, other than coal
13. Logging and sawmilling
14. Motor vehicle occupations
15. Maritime and longshoreman occupations
16. Railroads
17. Excavation operations
18. Power-driven and hoisting apparatus
19. Roofing operations
20. Wrecking, demolition, and shipbreaking.

MINORS UNDER 16 YEARS OF AGE MAY NOT ENGAGE IN DOOR-TO-DOOR EMPLOYMENT UNLESS

The for-profit employer is REGISTERED with the Ohio Department of Commerce. DOOR-TO-DOOR SALES EMPLOYERS SHALL:

1. Be in compliance with all applicable Ohio and Federal laws relating to the employment of minors
2. Provide at least one supervisor who is over the age of eighteen, for each six minor employees
3. Have been and be in compliance with Ohio's Motor Vehicle Financial Responsibility, Workers' Compensation, Unemployment Compensation, and all other applicable laws
4. Require all minors to work at least in pairs
5. Not employ any minor who does not have an appropriate Age and Schooling Certificate
6. Provide each minor employee with a photo identification card
7. Not employ any minor in any door-to-door sales activity during school hours except where specifically permitted
8. Not employ minors under 16 in door-to-door sales activity before 7 a.m. or after 7 p.m.
9. Not employ minors 16 and 17 years of age in door-to-door sales activity before 7 a.m. or after 8 p.m.

***For Exceptions to Coverage See Chapter 4109.06**

This is a summary of ORC 4109. This summary does not include all of the requirements for minor labor laws. Persons should refer to 4109 for specific requirements applicable to them. This information can be accessed through the Ohio Department of Commerce website at www.com.ohio.gov.

POST IN A CONSPICUOUS PLACE

For further information about Minor Labor issues, please contact: The Ohio Department of Commerce, Division of Industrial Compliance & Labor, 6606 Tussing Road, Reynoldsburg, OH 43068 Phone: 614-644-2239. TTY/TDD: 800-750-0750. An Equal Opportunity Employer and Service Provider (REV. 9/13/16)

U.S. Department of Labor

OSHA®
Occupational Safety and Health Administration

Job Safety and Health
IT'S THE LAW!

All workers have the right to:

- A safe workplace.
- Raise a safety or health concern with your employer or OSHA, or report a work-related injury or illness, without being retaliated against.
- Receive information and training on job hazards, including all hazardous substances in your workplace.
- Request a confidential OSHA inspection of your workplace if you believe there are unsafe or unhealthy conditions. You have the right to have a representative contact OSHA on your behalf.
- Participate (or have your representative participate) in an OSHA inspection and speak in private to the inspector.
- File a complaint with OSHA within 30 days (by phone, online or by mail) if you have been retaliated against for using your rights.
- See any OSHA citations issued to your employer.
- Request copies of your medical records, tests that measure hazards in the workplace, and the workplace injury and illness log.

This poster is available free from OSHA.

Employers must:

- Provide employees a workplace free from recognized hazards. It is illegal to retaliate against an employee for using any of their rights under the law, including raising a health and safety concern with you or with OSHA, or reporting a work-related injury or illness.
- Comply with all applicable OSHA standards.
- Notify OSHA within 8 hours of a workplace fatality or within 24 hours of any work-related inpatient hospitalization, amputation, or loss of an eye.
- Provide required training to all workers in a language and vocabulary they can understand.
- Prominently display this poster in the workplace.
- Post OSHA citations at or near the place of the alleged violations.

On-Site Consultation services are available to small and medium-sized employers, without citation or penalty, through OSHA-supported consultation programs in every state.



Contact OSHA. We can help.

1-800-321-OSHA (6742) • TTY 1-877-889-5627 • www.osha.gov

OSHA 3165-06R 2019

SECTION 5
SPECIFICATIONS

SECTION 011100 - SUMMARY OF WORK

PART 1 - GENERAL

1.1 LOCATION OF THE PROJECT

A. The project is located in the parking lot between 122 and 118 N Adrian St., Lyons, OH 43533.

1.2 PROJECT DESCRIPTION

A. The bid documents contain a bid form for the project.

B. The project consists of the construction of a new 100,000-gallon water tower, the installation of water mains and associated appurtenances, and the installation of storm sewer pipe and structures.

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 WATER TOWER SITE IMPROVEMENTS

A. Division 1 – General Requirements; all sections included. Provide all work identified in Divisions 1 through 46.

1.5 DRAWING SCHEDULE

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

Title	Sheet No.
Village of Lyons Water Tower Project	1-21

END OF SECTION 011100

SUBCONTRACTOR LIST

In implementing the work, I have used the following subcontractors:

Name of Subcontractor	Address	Phone No.	MBE/FBE*	Federal ID No.	Amount Paid

*MBE – Minority Business Enterprise
FBE – Female Business Enterprise

Contractor Name: _____

Form Completed by: _____

Date: _____

THIS FORM MUST BE FILLED OUT AND RETURNED PRIOR TO RECEIPT OF FINAL PAYMENT.

SECTION 011419 – USE OF SITE

PART 1 - GENERAL

1.1 GENERAL

A. The Contractor will be allowed the use of as much of the site designated for the improvements as is necessary for his operation.

1.2 USE OF STREETS

A. During the progress of the work, the Contractor shall make ample provisions for both vehicle and pedestrian traffic on any public street and shall indemnify and save harmless the Owner from any expense whatsoever due to their operations over said streets. The Contractor shall also provide free access to all the fire hydrants, water, and gas valves located along the line of his work. Gutters and waterways must be kept open or other provisions made for the removal of storm water. Street intersections may be blocked only one-half at a time, and the Contractor shall lay and maintain temporary driveways, bridges and crossings, such as in the opinion of the Engineer are necessary to reasonably accommodate the public.

B. In the event of the Contractor's failure to comply with these provisions, the Owner may cause the same to be done, and may deduct the cost of such work from any monies due the Contractor under this Agreement, but the performance of such work by the Owner at its instance shall serve in no way to release the Contractor from his general or particular liability for the safety of the public or the work.

C. The Contractor shall repair at no cost to the Owner, all existing roads, parking areas, grassed areas that are damaged due to the execution of his work. The Contractor shall remove daily all mud, soil and debris that may be tracked onto existing streets, drives, or walks by his equipment or that of subcontractors or suppliers.

1.3 CLOSING STREETS TO TRAFFIC

The Contractor may with the approval of the Engineer, close streets, or parts of streets, to vehicular traffic. The streets are to remain closed as long as the construction work or the condition of the finished work requires or as determined by the Engineer. The Engineer shall be the judge of how many streets or parts of streets it is necessary for the Contractor to close at any time, and may refuse to permit the closing of additional streets to traffic until the majority of the work on the closed streets is completed and they are opened to traffic.

1.4 RIGHTS-OF-WAY

A. Whenever it is required to perform work within the limits of public or private property or in rights-of-way, such work shall be done in conformity with all agreements between the Owner and the owners of such. Care shall be taken to avoid injury to the premises entered, which premises shall be left in a neat and orderly condition by the removal of

rubbish and the grading of surplus materials, and the restoration of said public or private property to the same general conditions as pertained at the time of entry for work to be performed under this contract.

B. The Contractor shall not (except after consent from the proper parties) enter or occupy with men, tools or equipment, any land outside the rights-of-way or property of the Owner.

C. When the Contractor performs construction within 10 ft. of a right-of-way or easement line, he shall place tall stakes properly identified at points of change in width or direction of the right-of-way or easement line and at points along the line so that at least two stakes can be seen distinctly from any point on the line.

1.5 EASEMENTS

A. Where the work is to be constructed upon easements, such easements will be secured by the Owner without cost to the Contractor. The Contractor shall not enter upon or occupy any private property outside of the limits of the easements furnished.

B. Care shall be taken to avoid injury to the premises entered, which premises shall be left in a neat and orderly condition by the removal of rubbish and the grading of surplus materials, and the restoration of said public or private property to the same general conditions as pertained at the time of entry for work to be performed under this contract.

1.6 PROTECTING EXISTING BUILDINGS, STRUCTURES AND ROADWAYS

A. The Contractor shall, at his own expense, shore up and protect any buildings, roadways, utilities or other public or private structures which may be encountered or endangered in the prosecution of the work, and that may not be otherwise provided for, and he shall repair and make good any damages caused to any such property by reason of his operations. All existing fences removed due to the prosecution of the work shall be replaced by the Contractor. No extra payment will be made for said work or material, but the cost of this work must be included in the price stipulated for the work to be done under this contract.

1.7 SITE FACILITIES

A. The Contractor shall furnish and place sufficient quantities of portable toilet facilities at locations convenient for use by the Contractor's personnel, Subcontractors, the Engineer, and the Owner.

1.8 RESTORATION

A. The contractor shall restore all areas per the plans and specifications and if not specified, at least to the condition existing prior to the start of work.

END OF SECTION 011419

SECTION 011423 - ADDITIONAL WORK, OVERTIME

PART 1 - GENERAL

1.1 NIGHT, SUNDAY AND HOLIDAY WORK

A. No work will be permitted at night, Sunday or legal holidays except as noted on the plans or in the case of emergency and then only upon written authorization of the Engineer. Where no emergency exists, but the Contractor feels it advantageous to work at night, Sunday or legal holidays, the Contractor shall notify the Engineer at least two (2) days in advance, requesting written permission. Any work performed during the absence of the Engineer will be done at the Contractor's risk and responsibility and may be subject to rejection upon later inspection.

END OF SECTION 011423

SECTION 012100 - ALLOWANCES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes administrative and procedural requirements governing allowances.

1. Selected materials and equipment are specified in the Contract Documents by allowances. In some cases, these allowances include installation. Allowances have been established in lieu of additional requirements and to defer selection of actual materials and equipment to a later date when additional information is available for evaluation. If necessary, additional requirements will be issued by Change Order.

B. Types of allowances include the following:

1. Lump-sum allowances.
2. Unit-cost allowances.
3. Contingency allowances.
4. Inspection and testing allowances.

C. Related Sections: The following Sections contain requirements that relate to this Section:

1. Division 1 Section "Modification Procedures" specifies procedures for submitting and handling Change Orders.
2. Division 1 Section "Quality Control Services" specifies procedures governing the use of allowances for inspection and testing.

1.3 SELECTION AND PURCHASE

A. At the earliest practical date after award of the Contract, advise the Architect of the date when the final selection and purchase of each product or system described by an allowance must be completed to avoid delaying the Work.

B. At the Engineer’s request, obtain proposals for each allowance for use in making final selections. Include recommendations that are relevant to performing the Work.

C. Purchase products and systems selected by the Architect from the designated supplier.

1.4 SUBMITTALS

A. Submit proposals for purchase of products or systems included in allowances, in the form specified for Change Orders.

B. Submit invoices or delivery slips to show the actual quantities of materials delivered to the site for use in fulfillment of each allowance.

1.5 CONTINGENCY ALLOWANCES

A. Use the contingency allowance only as directed for the Owner's purposes and only by Change Orders that indicate amounts to be charged to the allowance.

B. The Contractor's related costs for products and equipment ordered by the Owner under the contingency allowance are not part of the Contract Sum. These costs include delivery, installation, taxes, insurance, equipment rental, and similar costs.

C. Change Orders authorizing use of funds from the contingency allowance will include Contractor's related costs and reasonable overhead and profit margins.

D. At Project closeout, credit unused amounts remaining in the contingency allowance to the Owner by Change Order.

1.6 INSPECTION AND TESTING ALLOWANCES

A. Inspection and testing allowances include the cost of engaging the inspection or testing agencies, the actual inspections and tests, and reporting the results.

B. The allowance does not include incidental labor required to assist the testing agency or costs for retesting upon failure of previous tests and inspections.

C. Costs of services not required by the Contract Documents are not included in the allowance.

D. At Project closeout, credit unused amounts remaining in the inspection and testing allowance to Owner by Change Order.

1.7 UNUSED MATERIALS

A. Return unused materials to the manufacturer or supplier for credit to the Owner, after installation has been completed and accepted.

1. When requested by the Architect, prepare unused material for storage by Owner where it is not economically practical to return the material for credit. When directed by the Architect, deliver unused material to the Owner's storage space. Otherwise, disposal of unused material is the Contractor's responsibility.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine products covered by an allowance promptly upon delivery for damage or defects.

3.2 PREPARATION

A. Coordinate materials and their installation for each allowance with related materials and installations to ensure that each allowance item is completely integrated and interfaced with related work.

3.3 SCHEDULE OF ALLOWANCES

A. Allowance No. 1: Utility Company Coordination Allowance

END OF SECTION 012100

SECTION 012513 – PRODUCT SUBSTITUTION PROCEDURES

PART 1 - GENERAL

1.1 MATERIALS AND EQUIPMENT

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

B. Each major item of equipment shall be inspected by a manufacturer's representative during installation and upon completion of the work. The Contractor shall supply the Engineer with a certificate of such inspection.

END OF SECTION 012513

SECTION 013119 - PROJECT MEETINGS

PART 1 - GENERAL

1.1 PRECONSTRUCTION MEETING

A. Prior to the Contractor beginning any work on the project, the Owner will schedule and hold a preconstruction meeting to discuss all aspects of the contract work.

B. The Contractor shall be present and be prepared to comment in detail on all aspects of his work.

C. Attendance Required: Owner, Engineer, Utilities, Contractor, Contractors' superintendents, and major Subcontractors

D. Agenda:
   1. Submission of insurance certificates
   2. Distribution of Contract Documents
   3. Submission of schedule of values, schedule of Shop Drawings and Sample submittals, and progress schedule
   4. Designation of personnel representing the parties in Contract, Engineer, and others as appropriate
   5. Procedures and processing of field decisions, submittals, substitute and "or-equals", Applications for Payments, Change Orders, and Contract Closeout procedures
   6. Scheduling
   7. Scheduling activities of a Geotechnical Engineer
   8. Use of premises by Owner and Contractor
   9. Owner's requirements
   10. Stormwater Management, erosion and sediment control
   11. Construction facilities and controls provided by Owner
   12. Temporary utilities provided by Owner
   13. Staking
   14. Security and housekeeping procedures
   15. Procedures for testing
   16. Procedures for maintaining Record Documents
   17. Requirements for start-up of equipment
   18. Inspection and acceptance of equipment put into service during construction period
   19. Contractor's safety representative

E. Engineer will record minutes and distribute copies within 3 days after meeting to participants and those affected by decisions made.

F. Included in the construction progress schedule shall be an implementation sequence of the proposed erosion control efforts required by the contract.

1.2 PROGRESS MEETINGS

A. Contractor shall be responsible for all coordination, administration, agenda, meeting minutes, and distribution of minutes to all required parties.

B. Monthly progress meetings will be held at a location to be determined by the Owner on a regularly scheduled day mutually convenient to the Owner, Contractor, and Engineer.

C. The Contractor shall provide an updated construction progress schedule and be prepared to comment in detail on all aspects of his work.

D. Agenda:
   1. Review minutes of previous meetings
   2. Review of work progress
   3. Field observations, problems and decisions
   4. Identification of problems which impede planned progress
   5. Review of submittals schedule and status of submittals
   6. Review of offsite fabrication and delivery schedules
   7. Maintenance of progress schedule
   8. Corrective measures to regain projected schedules
   9. Planned progress during Work period
   10. Coordination of projected progress
   11. Maintenance of quality and Work standards
   12. Effect of proposed changes on progress schedule and coordination

1.3 PRE-INSTALLATION MEETINGS

A. When required in individual Specification Sections, convene pre-installation meetings at Project Site prior to commencing Work of specific Section

B. Require attendance of parties directly affecting, or affected by, Work of specific Section

END OF SECTION 013119

SECTION 013216 – CONSTRUCTION PROGRESS SCHEDULE

PART 1 - GENERAL

1.1 PROGRESS SCHEDULE

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

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

1. Chip seal, paving fabric and/or the leveling course must start within 7 calendar days from the date of milling.

2. Casting adjustments and/or curb replacements must start within 7 calendar days from the completion of the chip seal, intermediate course and/or fabric.

3. Surface course asphalt concrete must begin installation within 7 calendar days from the completion of the casting adjustments and/or curb replacement.

4. Traffic paint, temporary or permanent must be installed within a time period as deemed adequate and desirable for each location.

B. Should the rate of progress fall materially behind the scheduled rate of progress, and unless the delay is authorized by the Engineer, each offending Contractor shall furnish additional labor, work overtime, or take other necessary means required for completion of the work on the scheduled date. No additional compensation beyond the set Contract price shall be paid for action taken or overtime expense incurred in maintaining scheduled progress.

END OF SECTION 013216

SECTION 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 013233 – PHOTOGRAPHIC DOCUMENTATION

PART 1 - GENERAL

1.1 PROGRESS PHOTOGRAPHS

A. The General Construction Contractor shall have two (2) color photographs made of the project every three (3) weeks it is in progress. The photographs shall be of such views and taken at such times as the Engineer directs.

B. All photographed work shall be done by a qualified, established, commercial photographer. Two (2) glossy prints of each photograph shall be furnished the Engineer and two (2) to the Owner. Prints shall be approximately 7-1/2 in. X 10 in. in size. Prints shall be inserted in transparent sheet protectors provided with punching for a 3-ring binder. Suitable binders shall be provided by the Contractor.

C. Each photograph shall have a permanent negative title block in the lower right-hand corner or on the back, approximately 2-1/4 in. wide x 1-3/4 in. high, and stating therein in neat lettering:

1. Owner's Name
2. Contract Description
3. Contractor's Name
4. Description of View
5. Photo No._____, Date_____
6. Consulting Engineer

D. The arrangement of and the information in the title block, shall be subject to the Engineer's approval. The cost for all photographs shall be paid for by the General Construction Contractor.

END OF SECTION 013233

SECTION 013236 – VIDEO MONITORING AND DOCUMENTATION

PART 1 - GENERAL

1.1 SCOPE

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

1.2 QUALIFICATIONS

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

1.3 PRODUCTS

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

END OF SECTION 013236

SECTION 013319 - FIELD TEST REPORTING

PART 1 - GENERAL

1.1 SUMMARY

A. This Section includes, but is not limited to, services performed by an independent testing laboratory. Laboratory services covered under this section are for testing materials used for field constructed elements of the work. Performance testing of manufactured items and shop fabricated materials shall be covered under their respective specification section.

B. All testing performed under this item shall be for the protection and benefit of the Owner and shall not be construed by the Contractor as a comprehensive quality control program intended to protect the Contractor, his subcontractors, or his suppliers. The testing frequency and types of testing shall be 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 utility distribution systems.
   2. Asphalt and concrete paving

1.3 SELECTION AND PAYMENT

A. The Contractor will employ an independent testing laboratory to perform specified testing. Payment shall be incidental to the related work bid item. The laboratory shall be mutually agreed upon by the Owner, Engineer, and Contractor.

B. Employment of testing laboratory in no way relieves the Contractor of the obligation to perform work in accordance with requirements of the contract documents.

C. The testing laboratory and their personnel shall be under the direction of the Engineer's on-site representative, regardless of who employs their services.

1.4 REFERENCES

A. AASHTO T-19, Standard Method of Test for Unit Weight and Voids in Aggregate.

B. AASHTO T-37, Standard Method of Test for Sieve Analysis of mineral Filler for Road and Paving Materials.

C. AASHTO T-230, Standard Method of Test for Determining Degree of Pavement Compaction of Bituminous Aggregate Mixtures.

D. ASTM C-29, Standard Method of Test for Unit Weight and Voids in Aggregate.

E. ASTM C-31, Standard Practice for Making and Curing Concrete Test Specimens in the Field.

F. ASTM C-33, Standard Specification for Concrete Aggregates.

G. ASTM C-39, Standard Test Method for Compressive Strength of Cylindrical Concrete Specimens.

H. ASTM C-40, Test Method for Organic Impurities in Fine Aggregates for Concrete.

I. ASTM C-42, Standard Test Methods for Obtaining and Testing Drilled Cored and Sawed Beams of Concrete.

J. ASTM C-88, Standard Test Method for Soundness of Aggregate by use of Sodium Sulfate or Magnesium Sulfate.

K. ASTM C-94, Standard Specification for Ready-Mixed Concrete.

L. ASTM C-117, Standard Test Method for Materials Finer than 75-um (No. 200) Sieve in Mineral Aggregates by Washing.

M. ASTM C-136, Standard Method for Sieve Analysis of Fine and Course Aggregate.

N. ASTM C-142, Test Method for Clay Lumps and Friable Particles in Aggregate.

O. ASTM C-143, Standard Test Method for Slump of Hydraulic Cement Concrete.

P. ASTM C-172, Standard Practice for Sampling Freshly Mixed Concrete.

Q. ASTM C-173, Standard Test Method for Air Content of Freshly Mixed Concrete by the Volumetric Method.

R. ASTM C-231, Standard Test Method for Air Content of Freshly Mixed Concrete by the Pressure Method.

S. ASTM C-535, Standard Test Method for Resistance to Degradation of Large-Size Course Aggregate by Abrasion and Impact in the Los Angeles Machine.

T. ASTM C-1064, Standard Test Method for Temperature of Freshly Mixed Portland Cement Concrete.

U. ASTM D-698, Standard Test Methods for Moisture-Density Relations of Soils and Soil-Aggregate Mixtures Using 5.5-lb. (2.49-kg) Rammer and 12-inc. (305-mm) Drop.

V. ASTM D-2487, Standard Test Method for Classification of Soils for engineer purposes.

W. ASTM D-2940, Standard Specification for Graded Aggregate Material for Bases or Subbases for Highways or Airports.

X. ASTM D-4253, Standard Test Method for Maximum Index Density and Unit Weight of Soils Using a Vibratory Table.

Y. ASTM D-4254, Standard Test Method for Minimum Index Density and Unit Weight of Soils and Calculation of Relative Density.

Z. ASTM D-4832, Standard Test Method for Preparation and Testing of Controlled Low Strength Material (CLSM) Test Cylinders.

AA. ODOT Supplement 1021, Method of Test for Determination of the Percent of Fractured Pieces in Gravel.

AB. ODOT Supplement 1029, Method of Test for Determining the Percentage of Deleterious Materials in Course Aggregate.

AC. ODOT Supplement 1036, Method of Test for Determination of Percent Air Voids in Compacted Dense Bituminous Paving Mixtures.

AD. ODOT Supplement 1044, Mix Design Method for Bituminous Aggregate Base.

1.5 SUBMITTALS

A. Prior to the start of work, submit testing laboratory name, address, and telephone number, and names of full-time specialist and responsible officer.

B. Submit copy of the testing laboratory's evaluation report issued by one of the evaluation authorities identified in Article 1.6 of this Section with memorandum of remedies of any deficiencies reported by the inspection.

C. Submit the chain of custody and other QA/QC procedures for each test to be utilized by the laboratory.

D. Submit a sample test report for review by the Engineer to demonstrate conformance with Article 3.2 herein.

1.6 QUALITY ASSURANCE

A. Except as otherwise indicated, the testing laboratory engaged shall be prequalified by the Ohio Department of Transportation for the types of services specified herein.

B. The field personnel utilized to perform all field-testing and preparation shall be certified for those tests being performed.

1.7 RESPONSIBILITIES

A. Testing Laboratory Responsibilities:

1. Provide qualified personnel at the site. Cooperate with the Engineer and Contractor in performance of services.

2. Perform specified sampling and testing of products in accordance with the specified standards.

3. Ascertain compliance of materials and mixes with requirements of the contract documents.

4. Immediately notify the Engineer and Contractor of observed irregularities or nonconformance of work or products.

5. Perform additional tests required by the Engineer.

6. Testing personnel are to report to the Engineer or his representative upon arrival on site for instructions and requirements. Prior to leaving the site, furnish the Engineer or his representative all test results whether in a formal or informal format.

7. Attend preconstruction meetings and progress meetings.

B. Contractor Responsibilities:

1. Provide access to materials proposed to be used which require testing.

2. Cooperate with laboratory personnel and provide access to the work.

3. Provide incidental labor and facilities:

a. To provide access to work to be tested.

b. To obtain and handle samples at the site or at the source of products to be tested.

c. To facilitate tests.

d. To provide storage and curing of test samples as required by the testing laboratory.

4. Notify the Engineer and laboratory 24 hours prior to expected time for operations requiring testing services for scheduling purposes. Materials will not be permitted to be placed without the proper testing being performed in conformance with this Section.

1.8 LIMITS OF LABORATORY AUTHORITY

A. The laboratory may not release, revoke, alter, or enlarge the requirements of the contract documents.

B. The laboratory may not approve or accept any portion of the work.

C. The laboratory may not assume any duties of the Contractor.

D. The laboratory has no authority to stop the work.

1.9 SCHEDULE OF TESTS

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

A. Earthwork

1. Special backfill material sieve analysis per ASTM C-136, one test per source.

2. On-site trench backfill analysis per ASTM D-2487, as directed by Engineer.

3. Pipe bedding and cover sieve analysis per ASTM C-136, one test per source.

4. Drainage fill sieve analysis per ASTM C-136, one test per source.

5. Soil compaction per ASTM D-698.

a. Embankment testing shall be at least one (1) test/5,000 S.F. of each lift;

b. Trench backfill testing shall be at least one (1) test/50 L.F. of each lift;

c. Subgrade and/or subbase testing shall be at least one (1) test/200 L.F. of pavement or 5,000 S.F. of slabs subject to greater frequency due to soil conditions or Engineer's direction.

6. Backfill compaction per ASTM D-4253 and D-4254, one test per 50 L.F. of each lift.

7. Low Strength Mortar testing per ASTM D-4832.

B. Concrete

1. Concrete aggregate deleterious substances per ASTM C-40, ASTM C-117, and ASTM C-142, one test per source.

2. Concrete aggregate abrasion per ASTM C-535, one test per source.

3. Sodium sulfate soundness of coarse aggregate per ASTM C-88, one test per source.

4. Sampling Fresh Concrete: ASTM C-172, except modified for slump to comply with ASTM C 94.

a. When cylinders and/or beam samples are made, the slumps and air test shall be made using concrete from the same batch.

b. Slump: ASTM C-143; one test at point of discharge for each day's pour of each type of concrete; additional tests when concrete consistency seems to have changed.

c. Air Content: ASTM C-173, volumetric method of lightweight concrete; ASTM C-231 pressure method for normal weight concrete; at least one for each pour of each type of air-entrained concrete, and each time a set of compression test specimens is made.

d. Concrete Temperature: ASTM C-1064, test hourly when air temperature is 40º F. (4º C.) and below, and when 80º F. (27º C.) and above; and each time a set of compression test specimens is made.

e. Compression Test Specimen: ASTM C-31; one set of 4 standard cylinders for each compressive strength test, unless otherwise directed. Mold and store cylinders for laboratory cured test specimens except when field-cure test specimens are required.

f. Compressive Strength Tests: ASTM C-39; one set for each day's pour exceeding 5 cubic yards plus additional sets for each 50 cubic yards over and above the first 25 cubic yards of each concrete class placed in any one day; one specimen tested at 7 days, two specimens tested at 28 days, and one specimen retained in reserve for later testing if required. A strength test shall be the average of the strengths of two cylinders made from the same sample of concrete and tested at 28 days.

i. When frequency of testing will provide less than 5 strength tests for a given class of concrete, conduct testing from at least 5 randomly selected batches or from each batch if fewer than 5 are used.

ii. Strength level of concrete will be considered satisfactory if averages of sets of three consecutive strength test results equal or exceed specified compressive strength, and no individual strength test result falls below specified compressive strength by more than 500 psi.

g. Two (2) tests beams shall be made for each 250 square yards of concrete pavement and/or slabs on grade placed.

i. For traffic to be allowed on pavement or slab, the modulus of rupture shall be a minimum of 600 psi for Class C concrete or 400 psi for ODOT Class MS or FS.

h. When cylinders and/or beam samples are made, the slumps and air test shall be made using concrete from the same batch.

5. Nondestructive Testing: Penetration resistance, sonoscope, or other nondestructive devices may be permitted but shall not be used as the sole basis for acceptance or rejection.

6. Additional Tests: The testing service will make additional tests of in-place concrete when test results indicate specified concrete strengths and other characteristics have not been attained in the structure, as directed by Engineer. Testing service may conduct tests to determine adequacy of concrete by cored cylinders complying with ASTM C 42, or by other methods as directed.

a. Contractor shall pay for such tests conducted, and any other additional testing as may be required, when unacceptable concrete is verified.

C. Pavement

1. Aggregate base sieve analysis per ASTM D-2940, one test per source.

2. Sodium sulfate soundness of aggregate base per ASTM C-88, one test per source.

3. Percent of fractured pieces for aggregate base per ODOT Supplement 1021, one test per source.

D. Asphalt

1. Provide testing for mixture acceptance in accordance with Ohio Department of Transportation Procedures. The person performing the testing must have a current Level 1 Bituminous Concrete approval from ODOT.

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

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 if to be in hard copy. Electronic submittal to the Engineer/Architect is preferred. This correspondence shall include the Engineer/Architect, Contractor and Owner. 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

1.4 CERTIFICATES

A. When specified in individual Specifications Sections, submit certification by the manufacturer, installation/application subcontractor, or Contractor to Engineer, in quantities specified for Shop Drawings

B. Indicate material or equipment conforms to or exceeds specified requirements. Submit supporting reference data, affidavits, and certifications as appropriate.

C. Certificates may be recent or pervious test results on material or equipment but must be acceptable to Engineer.

APPLICATION FOR USE OF SUBSTITUTE ITEM

TO: _____

PROJECT: _____

SPECIFIED ITEM:

_____	_____	_____
Page	Paragraph	Description

A. The undersigned requests consideration of the following as a substitute item in accordance with Article 6.05 of the General Conditions.

_____

B. Change in Contract Price (indicate + or -) $ _____

C. Attached data includes product description, specifications, drawings, photographs, references, past problems and remedies, and performance and test data adequate for evaluation of the request; applicable portions of the data are clearly identified. For consideration of the attached data as SHOP DRAWINGS, submittal shall be in accordance with requirements of Section 013323.

D. Attached data also includes a description of changes to the Contract Documents that the proposed substitution will require for its proper installation.

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

1. The proposed substitute does not affect dimensions shown on Drawings.

2. The undersigned will pay for changes to the building design, including engineering design, detailing, and construction costs caused by the requested substitution.

3. The proposed substitution will have no adverse affect on other contractors, the construction schedule, or specified warranty requirements. (If proposed substitution affects construction schedule, indicate below using + or -)

_____ CONSECUTIVE CALENDAR DAYS

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

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

E. Signature: _____

Firm: _____

Address: _____

_____

Telephone: _____ Date: _____

Attachments: _____

_____

_____

_____

For use by ENGINEER:

_____Accepted as evidenced by affixed SHOP DRAWING REVIEW stamp.
_____Accepted as evidenced by included CHANGE ORDER.
_____Not accepted as submitted. See Remarks.
_____Acceptance requires completion of submittal as required for SHOP DRAWINGS.
_____Not accepted. Do not resubmit.

By: _____ Date: _____

Remarks: _____

_____

_____

_____

_____

_____

_____

_____

_____

_____

APPLICATION FOR USE OF "OR-EQUAL" ITEM

TO: _____

PROJECT: _____

SPECIFIED ITEM:

_____	_____	_____
Page	Paragraph	Description

A. The undersigned requests consideration of the following as an "or-equal" item in accordance with Article 6.05 of the General Conditions.

_____

B. Change in Contract Price (indicate + or -) $ _____

C. Attached data includes product description, specifications, drawings, photographs, references, past problems and remedies, and performance and test data adequate for evaluation of the request; applicable portions of the data are clearly identified. For consideration of the attached data as SHOP DRAWINGS, submittal shall be in accordance with requirements of Section 013323.

D. Signature:

_____

Firm:

_____

Address:

_____

_____

Telephone: _____ Date: _____

Attachments: _____

_____

_____

_____

For use by ENGINEER:

_____Accepted as evidenced by affixed SHOP DRAWING REVIEW stamp.
_____Accepted as evidenced by included CHANGE ORDER.
_____Not accepted as submitted. See Remarks.
_____Acceptance requires completion of submittal as required for SHOP DRAWINGS.
_____Not accepted. Do not resubmit.

By: _____ Date: _____

Remarks: _____

END OF SECTION 013323

SECTION 013325 - WARRANTY

PART 1 - GENERAL

1.1 DESCRIPTION

A. This Section provides procedures and requirements for warranting the Work. The enumerated warranties herein are in no way intended to abrogate any implied warranties as associated with goods supplied under this Contract.

1.2 SUMMARY

A. Work Included:
   1. Preparation of Warranties for submittals.
   2. Requirements for the content and submittal of Warranties.

1.3 RELATED DOCUMENTS

A. This Section includes minimum requirements for the warranty of the equipment. See also all equipment specification sections for additional requirements.

B. Section 013323, Shop Drawings, Product Data, and Samples.

1.4 SUBMITTALS

A. As a part of the submittals for each item of equipment or a group of equipment items, include a DRAFT Warranty containing all of the language and terms specified.

B. Following completion of the terms for establishment of the Warranty specified, prepare Warranties for submittal per section 013323 and the following:

   1. Warranties for projects or portions of the work, established on a particular date as specified herein, may be submitted as a group.
   2. Label each submittal with the title 'WARRANTY," the project name and effective date; the Contractor's names, address and telephone number.
   3. A Table of Contents shall be included identifying each item with a number and title of specification section and the name of the product or Work item.
   4. Separate Warranty for each specification section item with index tab sheets. Label tables to conform to the Table of Contents.

C. The Warranty shall contain, as applicable:

   1. Effective starting date and end date of the Warranty period.
   2. Statement of the terms and conditions of the Warranty, if any.
   3. Statement that all Operating and Maintenance information has been provided and approved.

   4. Statement that all training and training materials have been provided and approved.

5. Statement that the equipment or system commissioning is complete and has been reviewed and accepted by the manufacturer in accordance with provisions of the individual Sections in Divisions 1 through 46 of the Project Manual, as applicable.
6. Certifications by the Contractor and/or Manufacturer that the statements noted above are true and correct. This certification shall be signed by a person authorized to sign documents on behalf of the Contractor.

D. Special warranties, as required by individual Sections in Divisions 1 through 46 of the Project Manual, shall be submitted in accordance with the requirements of this Section.

PART 2 – PRODUCTS

2.1 WARRANTIES

A. Term or Period

1. The Warranty shall extend for two (2) calendar years from the date of acceptance by Owner unless a longer period is required in the provisions of the individual Sections in Divisions 1 through 46 of the Project Manual, as applicable.

B. Contractor's Responsibilities

1. During the Warranty period, the Contractor is responsible for repair or replacement of all failures and defects, exclusive of ordinary and routine maintenance and failures directly traceable to the lack thereof. This requirement shall be thoroughly explained by the Contractor to all prospective equipment suppliers. Repairs or replacement shall be performed in accordance with the General Conditions.

PART 3 – EXECUTION

3.1 EXECUTION OF WARRANTY

A. The approved DRAFT Warranty will be executed and places in effect as the FINAL Warranty on the date of Final Completion of the Work for the specific equipment item or group named in the Warranty.

END OF SECTION 013325

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.

B. Perform Work by persons qualified to produce required and specified quality.

C. Secure materials and equipment in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion, or disfigurement.

1.3 EXPERIENCE CLAUSE REQUIREMENT AND PERFORMANCE BONDS FOR MANUFACTURER

A. For every piece of equipment furnished under this Contract, the manufacturer will be required to have a minimum of five (5) years of experience in providing this specific type of equipment. In lieu of this experience requirement, the manufacturer will be required to provide performance bond(s) for the faithful performance of the equipment and guarantee payment in a sum of not less than one hundred and fifty percent (150%) of the total equipment price for the completed work for that item. In the absence of verifiable experience, the manufacturer will be required to provide the performance bond(s) for the same number of years that the manufacturer was found lacking in experience from the specified five (5) year period. The performance bond(s) shall be from an approved surety company, to the satisfaction of the Owner's Law Director.

B. Agents of bonding companies which write bonds for the performance and payment of the contract shall furnish power of attorney bearing the seal of the company, evidencing such agent's authority to execute the particular type of bond to be furnished, and evidencing also the right of the surety company to do business in the State of Ohio. Copy of this proof shall be attached to each copy of the contract.

C. The bond shall be purchased through a surety company with a local agent upon whom service of process can be made.

D. In event of failure of surety or co-surety, the manufacturer shall immediately furnish a new bond, as required herein. The manufacturer's bond will not be released until all provisions of the contract have been fulfilled.

E. The surety used for the bid bond and performance bond shall be listed in the latest U.S. Treasury Circular 570 and the Penal Sums shall be within the maximum specified for such company in said Circular 570.

END OF SECTION 013326

SECTION 013326.01 - QUALITY CONTROL PLAN

PART 1 - GENERAL

1.1 QUALITY CONTROL

A. The Contractor shall be responsible for the quality of all materials incorporated into the project work and shall be responsible for all costs of testing and certification of same. The Contractor shall provide the City Engineer a list of three (3) local qualified firms for the City to select from to be the Contractor's testing firm.

B. The Contractor shall provide the Engineer with a Quality Control Plan in which his testing methods/procedures are defined. Said Plan shall meet with the approval of the Engineer and include identification of laboratories, types of testing, and the tentative amount and scheduling of each.

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

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

1.2 TEST CRITERIA

A. The following tests at a minimum shall be included with the Contractor's Quality Control Plan in accordance with the specifications:

1. Aggregates

a. For each material and/or different source, the laboratory shall perform soundness, gradation, and other tests for all parameters specified. Aggregates incorporated into concrete or asphalt mixes shall also be tested for moisture content daily.

2. Compaction Tests

a. Compaction tests or field density tests shall be taken on all embankment, trench backfill, subgrade, and subbase materials.
b. Minimum testing shall be as follows:

Embankment testing shall be at least one (1) test/5000 S.F. of each lift;
Trench backfill testing shall be at least one (1) test/50 L.F. of each lift;
Subgrade and/or subbase testing shall be at least one (1) test/200 L.F. of pavement or /5000 S.F. of slabs; subject to greater frequency due to soil conditions or Engineer's direction.

c. Proctors or relative density tests shall be performed as often as necessary for the differing soils or granular materials utilized. Proctors shall be run with a minimum of 5 points. Test reports shall show the wet (bulk) weight, dry weight, wet (bulk) density, dry density, moisture content weight and moisture content percentage. Both the dry curve and the wet curve shall be plotted. The source materials shall be tested for gradation, Atterberg limits, shore-hydrometer and moisture content.

3. Concrete Mix Design

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

4. Concrete Field and Laboratory Tests

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

5. Asphalt Mix Design

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

1.3 LABORATORY REPORTS

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

END OF SECTION 013326.01

SECTION 013543 - ENVIRONMENTAL PROTECTION

PART 1 - GENERAL

1.1 UNNECESSARY NOISE, DUST AND ODORS

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

1.2 SEWAGE, SURFACE AND FLOOD FLOWS

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

1.3 WORK IN FREEZING WEATHER

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

1.4 POLLUTION CONTROL

A. It shall be the responsibility of the Contractor to prevent or limit pollution of air and water resulting from his operations.

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

C. The Contractor shall perform work required to prevent dust attributable to his operations from entering the atmosphere. Dust on unsurfaced streets or parking areas and any remaining dust on surfaced streets shall be controlled with water and/or calcium chloride dust palliative as needed.

D. Any material removed from sanitary or storm sewers shall be disposed in accordance with all applicable regulations.

END OF SECTION 013543

SECTION 014126 - GENERAL REGULATIONS AND PERMITS

PART 1 - GENERAL

1.1 REGISTRATION

All Contractors and subcontractors shall be registered with the Building Department having jurisdiction. Contact the Building Department for additional registration information.

1.2 PERMITS

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

1.3 ARCHAEOLOGICAL DISCOVERIES

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

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

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

END OF SECTION 014126

SECTION 014223 - INDUSTRY STANDARDS

PART 1 - GENERAL

1.1 ABBREVIATIONS

A. Abbreviations, as used, designate the following:

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

1.2 REFERENCE TO OTHER SPECIFICATIONS

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

1.3 CODES AND STANDARDS

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

END OF SECTION 014223

SECTION 014323 – QUALIFICATIONS OF TRADESMEN

PART 1 - GENERAL

1.1 CHARACTER OF WORKMEN AND EQUIPMENT

A. The Contractor shall employ competent and efficient workmen for every kind of work. Any person employed on the work who shall refuse or neglect to obey directions of the Owner or his representative, or who shall be deemed incompetent or disorderly, or who shall commit trespass upon public or private property in the vicinity of the work, shall be dismissed when the Owner so orders, and shall not be re-employed unless express permission be given by the Owner. The methods, equipment and appliances used on the work and the labor employed shall be such as will produce a satisfactory quality of work, and shall be adequate to complete the contract within the specified time limit.

B. In hiring of employees for the performance of work under this Contract, or any Subcontract hereunder, no Contractor or Subcontractor, nor any person acting on behalf of such Contractor or Subcontractor, shall, by reason of race, sex, creed or color, discriminate against any citizen of the State of Ohio in the work to which the employment relates. No Contractor, Subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on account of race, creed, sex or color.

END OF SECTION 014323

SECTION 015100 - TEMPORARY POWER SERVICE

PART 1 - GENERAL

1.1 ELECTRICAL POWER

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

END OF SECTION 015100

SECTION 015136 - TEMPORARY WATER AND DISTRIBUTION

PART 1 - GENERAL

1.1 WATER

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

END OF SECTION 015136

SECTION 015213.01 – FIRST AID

PART 1 - GENERAL

1.1 AID TO THE INJURED

A. The Contractor shall keep on the work site, all articles necessary for giving "First Aid to the Injured." He shall also have standing arrangements for the immediate removal and hospital treatment of any employee or other person who may be injured on the work site.

END OF SECTION 015213.01

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 016600 - PRODUCT HANDLING AND PROTECTION

PART 1 - GENERAL

1.1 DELIVERY AND STORAGE OF MATERIALS

A. The Contractor shall be responsible for delivery and storage of all materials.

B. The Contractor shall coordinate with the Engineer on the arrangement for storing construction materials and equipment. Deliveries of all construction materials and equipment should be made at suitable times.

C. The Contractor shall store all materials required for the performance of this contract at sites designated by the Engineer.

D. All stockpiles shall be neat, compact, completely safe, and barricaded with warning lights if necessary.

E. Precautions shall be taken so that no shade trees, shrubs, flowers, sidewalks, driveways or other facilities will be damaged by the storage of materials. The Contractor shall be responsible for the restoration of all stockpile sites to their original condition.

F. Materials, tools and machinery shall not be piled or placed against shade trees, unless they shall be amply protected against injury therefrom. All materials, tools, machinery, etc. stored upon public thoroughfares must be provided with red lights at night time so as to warn the traffic of such obstruction.

G. Materials shall be so stored as to assure the preservation of their quality and fitness for the work. Stored materials, even though approved before storage, shall again be inspected prior to their use in the work. Stored materials shall be located so as to facilitate their prompt inspection. Approved portions of the construction site may be used for storage purposes and for the placing of the Contractor's plant and equipment, but any additional space required therefore must be provided by the Contractor at his expense. Private property shall not be used for storage purposes without written permission of the property owner or lessee, and copies of such written permission shall be furnished the Engineer. All storage sites shall be restored to their original condition by the Contractor at his expense.

END OF SECTION 016600

SECTION 016617 - MAINTENANCE

PART 1 - GENERAL

1.1 DESCRIPTION

A. This Section provides general requirements for the maintenance of equipment in the field. Storage maintenance requirements are provided by Section 016600, Product Handling and Protection. Specific maintenance requirements are provided by manufacturers per individual Sections in the Project Manual.

B. Maintenance is performed to ensure delivery to the Owner of equipment in an undeteriorated and fully serviceable condition.

C. This Section also includes requirements for preventive and corrective maintenance during operation of the equipment prior to the commencement of the Warranty period.

1.2 RELATED SECTIONS

A. Section 016600, Product Handling and Protection.

1.3 DEFINITIONS

A. Storage maintenance consists of establishing and maintaining the environment required by the stored materials and performing periodic servicing.

B. Preventive maintenance consists of activities performed on a periodic basis to maintain operating or operational items or equipment.

C. Corrective maintenance consists of correcting faults or failures in an item or equipment. This may include adjustments or replacement of defective parts.

1.4 SUBMITTALS

A. The Maintenance Log shall be submitted to the Owner upon completion of the Operational Demonstration and before the start of the Warranty period.

B. No submittals are required by this Section, except as noted above. Maintenance schedules and practices shall conform to approved submittals required by individual Sections in the Project Manual.

PART 2 – PRODUCTS

2.1 COMPONENTS, ACCESSORIES AND REPAIR PARTS

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

2.2 SOURCE QUALITY CONTROL

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

PART 3 – EXECUTION

3.1 EXAMINATION AND VERIFICATION OF CONDITION

A. The Contractor shall prepare a Maintenance Log for all equipment.

1. This log shall include a list of required maintenance services and inspections, as provided by the manufacturer and submitted under individual Sections of the Project Manual.

2. The Maintenance Log shall include checklists for the periodic services and inspections required.

3. The Contractor shall initial and date the requisite log entries upon completion of the individual servicing or inspection.

4. The Maintenance Log shall be located in the Contractor's Field Office and shall be available for review by the Owner until it is submitted for record purposes upon completion of the Operational Demonstration and the start of the Warranty period.

3.2 PREPARATION

A. Before removing an item from storage per Section 016600, the Contractor all review the installed location. Protection and services at the installed location must meet the equipment storage requirements.

B. Before moving equipment to the installed location, the Contractor shall have available materials for temporary shelter or services required to establish the proper storage environment after the equipment is installed until it is placed in service in its final operating environment.

3.3 PERFORMANCE OF MAINTENANCE

A. The Contractor shall perform all storage and preventive maintenance and inspections required by the manufacturer at the specified intervals.

B. When notified by the Owner, the Contractor will perform corrective maintenance. This will be performed at no cost to the Owner. Corrective maintenance will be performed per manufacturer's written instructions or by direction of the approved representative of the manufacturer.

C. The Contractor shall restore equipment to its operating condition before start-up.

D. The Contractor shall re-establish storage maintenance in the event an item or equipment is removed from service.

E. When the equipment warranty becomes effective, the Owner will assume responsibility for its maintenance.

END OF SECTION 016617

SECTION 017517 - STARTING OF SYSTEMS/COMMISSIONING

PART 1 - GENERAL

1.1 DESCRIPTION OF WORK

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

1.2 SUMMARY

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

B. References to the “Owner” in this specification shall mean the Owner and the Owner’s on-site construction representative.

1.3 RELATED SECTIONS

A. Drawings and general provisions of the Contract, including General Conditions, Supplementary Conditions (if included), and other Division 01 Specifications Sections, apply to this section.

1.4 DEFINITIONS

A. Commissioning: Commissioning is the series of activities, or process, necessary to ensure that systems and equipment are designed, installed, functionally tested, started up and capable of being operated and maintained to perform in conformity with the design intent for the facility improvements. Commissioning includes, but is not limited to factory testing, field testing, dry testing, wet testing, performance testing, manufacturer's checkout, start-up, and Operational Demonstration.

B. Factory Testing: Factory Testing is performance testing, operation testing, or documentation verification conducted in the production facilities, or specialized test facilities, of the equipment supplier. Such testing shall conform to the requirements of the individual sections of the Contract Documents.

"Witnessed" Factory Testing shall mean that the testing is witnessed by the Owner or his designated representative.

C. Field Testing: Field Testing is performance testing, operation testing, or documentation verification conducted in the field after installation, to provide comparison with the results obtained in the Factory Testing.

D. Dry Testing: Dry Testing is performed by the Contractor without introducing either process material or other test material into the component, system, or unit process.

E. Wet Testing: Wet Testing is testing performed by the Contractor utilizing test material in the component, system, or unit process. Tankage shall be filled with test material to operating level.

F. Performance Testing: Performance Testing is performed by the Contractor to demonstrate system performance in accordance with the Project Manual requirements.

G. Manufacturer's Check-Out: Field inspection, testing, adjustments, and sign off by the approved representative of the Manufacturer, indicating that the component, system, or unit process meets the manufacturer's requirements.

H. Start-Up: Narrowly defined as placing a component, system, or unit process on-line. Start-up can be a commissioning activity or a normal operating activity.

I. Operational Demonstration: A commissioning activity performed by the Contractor wherein the Contractor operates and maintains a fully functional component, system, or unit process for a period of time after stable operation has been achieved.

1.5 SUBMITTALS

A. Quality Control Submittals:

1. Field Installation Reports – Submit reports by Manufacturer's Representative in accordance with Paragraph 3.4 of this Section.

B. Commissioning Documentation: Contractor shall prepare and submit all documentation for review and approval. The documentation shall include, but not be limited to, the following:

1. Certification by the preparer that he/she is the person responsible for the data, and that the data is authentic and accurate.
2. Certification by the Contractor or equipment or unit process systems supplier that the equipment or the unit process systems were operated continuously for the specified period and that the equipment or unit process systems operated in compliance with the specified operating conditions, parameters and performance: and that the equipment or unit process systems are suitable for Performance Testing.
3. Pertinent background information shall include, but not be limited to, the following:

    a. Equipment or unit process systems Started-Up and Commissioned
    b. Start-Up and Commissioning dates
    c. Items or performance criteria tested clearly showing requirements and

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

4. Appendix

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

PART 2 – PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.1 EXAMINATION AND VERIFICATION OF CONDITION

A. The Contractor shall inspect systems and equipment prior to each start-up and verify their readiness for start-up. Conditions hazardous to equipment or personnel shall be corrected by the Contractor prior to start-up of equipment.

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

B. On successful completion of Start-up, process flows and solids shall be used for commissioning the equipment and unit process systems to show the equipment and unit process systems function properly. Commissioning shall confirm the proper operation of the equipment and unit process systems with process fluids and process

solids, adjustment shall be made, and the equipment or unit process systems shall be optimized and brought into compliance with design criteria in preparation for Operational Demonstration.

C. Planning and Coordination of Activities with OWNER: The Contractor shall coordinate all Start-up and Commissioning activities for equipment and unit processes and verify with the Owner. The Contractor shall develop a detailed start-up and commissioning plan that includes the following as a minimum:

1. Description of the overall general start-up and commissioning process.
2. List of equipment and unit process systems included for start-up and commissioning activities.
3. Detailed start-up and commissioning sequence of activities.
4. Listing of staff and responsibilities for activities.
5. Contractor shall use a form that will be provided by the Owner.

3.2 PREPARATION

A. Prior to start-up of equipment or systems, all necessary test equipment shall be in place and operable.

B. Approved representative(s) of the Manufacturer and Contractor shall be present for the initial start-up of systems or equipment.

C. The Contractor shall request permission to start-up equipment, including electrical gear, and notify the Owner using a standard Start-Up Request form.

1. The Start-Up Request shall be submitted to the Owner a minimum of 72 hours before the scheduled start-up. Requests shall be made during normal working hours.

2. The Contractor shall provide all information in the first Section of the Start-Up Request form.
3. The Owner will indicate approval or disapproval of the request.

4. Approval of the request is based solely on impact on plant operations. Approval does not relieve the Contractor of any responsibility for plant and personnel safety.

5. The Contractor shall obtain the approved Start-Up Request prior to the system or equipment start-up.

6. Instruction of Owner's Personnel must be met for training sessions.

7. Start-ups performed at the direction of the Contractor, per paragraph 3.3(G) of this Section, do not require advance notification to the Engineer.

D. Normal installation checks, such as for rotation, are not considered start-ups and do

not normally require start-up notification. For all equipment and systems so designated in the Contract Documents, or so designated by the Engineer, such checks shall be under the supervision of the approved representative of the manufacturer, and shall be reviewed by the Engineer.

1. All electrical apparatus which is energized shall be clearly marked.

3.3 CONDUCT OF START-UP AND COMMISSIONING

A. Start-up:

1. All initial start-ups of equipment or systems shall be performed under the technical direction of the approved representative of the manufacturer. In attendance should be the village staff to receive the proper demonstration and tutorials during a minimum of 4 hours of training on the start-up of said equipment and systems.

2. Any lack of readiness of associated systems or failure of a system or equipment previously started prior to the date of Final Completion of the Project shall require additional initial start-up service to be performed, under the direction of the approved representative of the manufacturer.

3. The Contractor shall repair, replace or modify any equipment or system which fails to perform as specified in the Contract Documents. Such repair, replacement or modification of deficient work shall be performed under the terms of the General Conditions.

B. The Contractor shall be responsible for commissioning all work. Final acceptance shall be by the Owner.

C. The Contractor is responsible for the performance and operation of the systems and equipment during commissioning.

D. When Owner personnel are operating systems or equipment, the Contractor shall make available, at all times, persons knowledgeable about the systems or equipment to direct the Owner personnel in its operation.

E. The Contractor shall make all adjustments and corrections necessary to achieve normal, stable operation of systems. Adjustment and corrections shall be in accordance with the individual Specifications Sections.

F. Any failures of equipment or systems operated under the direction of the Contractor shall be considered deficiencies and shall be corrected in accordance with the General Conditions.

G. During the Operational Demonstration period, Operational Demonstration and at other times, the work will be on-line and an integral part of the Water Tower operations and process. The Owner maintains control of Water Tower operations

and processes at all times. This operational demonstration shall be for a period of one month verifying that the new tank is operating within its operational range. This operational range will be the same controls as the existing tower turns over with. Therefore:

The Contractor shall not commence, resume, terminate, or suspend the operations without the permission of the Owner and only in a sequence and manner suitable to the Owner.

2. The Contractor shall immediately, on a 24-hour per day, 7 days per week basis, adjust or repair any malfunction in the work which in the opinion of the Owner jeopardizes or may jeopardize the proper operation of the Water Tower.
3. The Contractor shall not start-up, shut down, adjust, or otherwise alter the operation of any component, system, or unit process without the permission of the Owner except in the case of an emergency and in accordance with the General Conditions.

3.4 QUALITY CONTROL

A. Reports of the Approved Representative of the Manufacturer:

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

END OF SECTION 017517

SECTION 017800 - FINAL COMPLIANCE AND SUBMITTALS

PART 1 - GENERAL

1.1 The following forms and related sign-offs shall be documented in accordance with provisions of the contract. These forms shall be completed by the Contractor and approved by the Owner before final retainer is approved for release. Forms for Items A to E will be attached to the Contractor's executed copy of the contract.

A. Certificate of Substantial Completion (To be submitted at time of Substantial Completion).

B. Contractor's Certification of Completion.

C. Contractor's Affidavit of Prevailing Wage.

D. Consent of Surety Company for Final Payment.

E. Affidavit of Final Acceptance Date and Correction Period.

F. Before the OWNER will approve and accept the work and release the retainer, the CONTRACTOR will furnish the OWNER a written report indicating the resolution of any and all property damage claims filed with the CONTRACTOR by any party during the construction period. The information to be supplied shall include, but not be limited to, name of claimant, date filed with CONTRACTOR, name of insurance company and/or adjuster handling claim, how claim was resolved and if claim was not resolved for the full amount, a statement indicating the reason for such action.

G. DBE Subcontractor Participation Forms SR-EPA.7-8 (Applicable for WPCLF & WSRLA funded projects only).

H. Subcontractor List, Specification Section 011100 form (Applicable for CDBG funded projects only).

END OF SECTION 017800

SECTION 017821 - CLEANING AND PROTECTION

PART 1 - GENERAL

1.1 GENERAL

A. On or before the completion date for the work, the Contractor shall tear down and remove all temporary structures built by him, all construction plant used by him, and shall repair and replace all parts of existing embankments, fences or other structures which were removed or injured by his operations or by the employees of the Contractor. The Contractor shall thoroughly clean out all buildings, sewers, drains, pipes, manholes, inlets and miscellaneous and appurtenant structures, and shall remove all rubbish leaving the grounds in a neat and satisfactory condition.

B. As circumstances require and when ordered by the Engineer, the Contractor shall clean the road, driveway, and/or sidewalk on which construction activity under this contract has resulted in dirt or any other foreign material being deposited with an automatic self-contained mechanical sweeper with integral water spray, vacuum and on-board or supplementary containment.

C. Failure to comply with this requirement when ordered by the Engineer or his representative, may serve as cause for the Engineer to stop the work and to withhold any monies due the Contractor until such order has been complied with to the satisfaction of the Engineer.

D. As the work progresses, and as may be directed, the Contractor shall remove from the site and dispose of debris and waste material resulting from his work. Particular attention shall be given to minimizing any fire and safety hazard from form materials or from other combustibles as may be used in connection with the work, which should be removed daily.

E. The Contractor shall wash all windows and other glass surfaces, leaving all areas free from putty marks, paint, etc.

F. During and after installation, the Contractor shall furnish and maintain satisfactory protection to all equipment against injury by weather, flooding or breakage thereby permitting all work to be left in a new condition at the completion of the contract.

END OF SECTION 017821

SECTION 017823 – MAINTENANCE MANUALS

PART 1 - GENERAL

1.1 OPERATION AND MAINTENANCE MANUALS

A. Operation and maintenance information shall be submitted for all manufactured items, i.e. equipment, hardware, pumps, valves, motors, etc.

B. This manual will either contain or make reference to all information that has been issued during the construction and start-up periods, as well as information necessary for the proper operation and maintenance of equipment.

C. It shall be the responsibility of the Contractor who supplies such equipment to obtain from his vendors the required information and submit to the Engineer. This information will be accepted only if properly identified and only after it has been revised, where necessary, to conform to previous transmittals of the same material that have been "approved as noted" by the Engineer. All submittals shall be on 8-1/2" X 11" size paper or if decided upon by the Engineer, electronic submittal.

D. In general and where applicable, the information shall consist of, but not be limited to, six (6) sets of the following: If the OWNER decides these may be submitted on flash drives of a sufficient size to fit all of the data on ONE flashdrive and hand-delivered to the Owner.

1. Descriptive literature, bulletins or other data covering equipment or system.
2. Complete list of equipment and appurtenances included with system, complete with manufacturer and model number.
3. Utility requirements.
4. General arrangement drawing.
5. Sectional assembly.
6. Dimension print.
7. Materials of construction.
8. Certified performance curve.
9. Performance guarantee.
10. Parts list.
11. Recommended spare parts list with part and catalog number.
12. Lubrication recommendations and instructions.
13. Schematic wiring diagrams.
14. Schematic piping diagrams.
15. Instrumentation data.
16. Drive dimensions and data.
17. Control data.
18. Operating instructions.
19. Maintenance instructions including troubleshooting guidelines and preventative maintenance instructions with task schedule.
20. Required tools and equipment for operation and maintenance.
21. Safety considerations for O & M procedures.

END OF SECTION 017823

SECTION 017839 - PROJECT RECORDS, DRAWINGS

PART 1 - GENERAL

1.1 RECORD DRAWINGS

A. The Contractor shall furnish an authentic set of marked-up drawings showing the installation insofar as the installation shall have differed from the Engineer's drawings. The drawings shall be delivered to the Engineer for making revisions to the original drawings immediately after final acceptance by the Owner.

B. The Contractor shall furnish dimensioned drawings indicating locations of all underground mechanical and electrical facilities.

1.2 SERVICE CONNECTION RECORDS

A. The Contractor shall record the location of all service and property connections, new or existing, made to utilities constructed under this contract. Such records shall be turned over to the Owner upon completion of the work. The cost of making such records shall be included in the various unit or lump sum prices stipulated for the various items of the work.

B. The location of each sewer connection as measured along the sewer from the nearest downstream manhole and its description with respect to the sewer shall be recorded. The record shall include the depth of new stubs for future connections and the depth of existing connections as measured from the surface grade. Also, the use of any vertical riser pipe shall be noted.

C. The location of each water connection as measured along the water line from the nearest fire hydrant.

END OF SECTION 017839

SECTION 024116 – STRUCTURE DEMOLITION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 DESCRIPTION OF WORK

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

B. Disconnecting and abandonment or removal of identified utilities, plugging of water mains, and construction of concrete for thrust blocks.

C. Prepare existing 100,000-gallon tank site for new use by removing soil as necessary, preparing subgrade, placing geogrid, and placing aggregate top surface for parking lot use

1.3 REQUIREMENTS OF REGULATORY AGENCIES

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

B. Obtain required permits from authorities.

C. Notify affected Utility Companies and Owner before starting Work and comply with their requirements

D. Do not close or obstruct roadways, sidewalks and hydrants without permits.

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.

B. Conform to procedures applicable when hazardous or contaminated materials are encountered.

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 nonreinforced 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 provisions shall be made to prevent settlement and breakage of pavement beyond the approved limits of excavation.

C. All pavements broken or damaged beyond the limits above stated, or the approved extension thereof, shall be replaced by the Contractor at his expense.

3.3 MANHOLES, CATCH BASINS, INLETS AND SIMILAR STRUCTURES

A. Existing drainage structure designated by the Engineer to be removed shall be completely removed.

B. Catch basins, inlets, and similar structures designated to be abandoned shall be removed to an elevation of at least 3 ft. below the finished subgrade or ground surface. The remaining void shall be filled with selected backfill material compacted to 100% optimum density per ASTM D 698.

C. Manholes designated by the Engineer to be abandoned shall be adjusted to 1' below proposed ground grade and the casting welded closed or an 8" reinforced concrete slab placed over the manhole.

D. Live sewers connected to structures removed or abandoned shall be rebuilt through the area with new pipe. Sewer flow shall be maintained between removal and replacement operations. Abandoned sewers shall be sealed and made watertight with approved precast stoppers or masonry bulkheads.

E. 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.

F. Abandoned pipes shall be sealed and made watertight with approved precast stoppers or masonry bulkheads.

G. Disconnect, remove, and cap all utilities designated within demolition areas as required. Provide appropriate blind flanges, plugs and caps for remaining piping. When piping is removed in an area to be abandoned by filling, remaining wall castings and pipes must be plugged by filling with a non-shrink grout or Class QC Miscellaneous. When abandonment of piping involves exterior buried piping, fill for not less than the full wall thickness through which the pipe passes. Remove walls, foundation and footings to a minimum of 36 inches below finished grade.

3.4 GUARDRAIL AND FENCE

A. Where so required by the Drawings, existing guardrail and 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.

B. Prepare subgrade across entire site for future parking lot in accordance with requirements of Section 310000, Paragraph 3.11.

C. Perform Proof Rolling in accordance with Section 310000, Paragraph 3.14 and compacted per Paragraph 3.15.

D. Replace topsoil across entire site. Replace with ODOT Item 204 Geotextile, Type D, and 9” thick ODOT Item 304 crushed limestone, compacted, follow Section 310000.

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 off-site.

B. The Contractor shall police the hauling of debris to ensure 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 312333.

END OF SECTION 024116

SECTION 030000 - CONCRETE WORK

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1. Section 013319 – Field Testing Requirements

1.2 SUMMARY

A. This Section specifies cast-in place concrete, including form work, reinforcing, mix design, placement procedures and finishes.

1. Extent of concrete work is shown on drawings.
2. Concrete paving and walks are specified in Division 2.
3. Precast concrete is specified in other Division-3 sections.
4. Mechanical finishes and concrete floor toppings are specified in other Division-3 sections.

1.3 SUBMITTALS

A. Product Data: Submit data for proprietary materials and items, including reinforcement and forming accessories, admixtures, patching compounds, waterstops, joint systems, curing compounds, dry-shake finish materials, and others as requested by Engineer.

B. Shop Drawings; Reinforcement: Submit original shop drawings prepared for fabrication, bending, and placement of concrete reinforcement. Comply with ACI Detailing Manual showing bar schedules, stirrup spacing, diagrams of bent bars, arrangement of concrete reinforcement. Include special reinforcement required for openings through concrete structures.

C. Shop Drawings; Form work: Submit shop drawings prepared by a registered Professional Engineer for fabrication and erection of forms for specific finished concrete surfaces. Show form construction including jointing, special form joint or reveals, location and pattern of form tie placement, and other items which affect exposed concrete visually.

1. Engineer's review is for general architectural applications and features only. Design of form work for structural stability and efficiency is Contractor's responsibility.

D. Samples: Submit samples of materials as requested by Engineer, including names, sources, and descriptions.

E. Laboratory Test Reports: Submit laboratory test reports for concrete materials and mix design tests.

1. The proposed mix design submittal(s) shall follow the procedures of Chapter 5, Sections 5.2 to 5.3 of ACI-318.
2. Reference should be made to ACI-211.5R "Guide for Submittal of Concrete Proportions" for the required submittal information. Sample forms for presenting the necessary information can be found in the addendum at the end of this section. Example Form B should follow a completed Example A in the submittal when laboratory trial batches are used to document a water-cementious materials ratio curve.
3. Additional data summarizing the past performance records should be an integral part of the submittal if the submittal is based on past performance with the proposed materials and proportions.

F. Materials Certificates: Provide materials certificates in lieu of materials laboratory test reports when permitted by Engineer. Materials certificates shall be signed by manufacturer and Contractor, certifying that each material item complies with, or exceeds, specified requirements. Provide certification from admixture manufacturers that chloride content complies with specification requirements.

1.4 QUALITY ASSURANCE

A. Codes and Standards: Comply with provisions of following codes, specifications, and standards, latest revisions, except where more stringent requirements are shown or specified:

1. ACI 301 "Specifications for Structural Concrete for Buildings."
2. ACI 318 "Building Code Requirements for Reinforced Concrete."
3. Concrete Reinforcing Steel Institute (CRSI), "Manual of Standard Practice."
4. ACI 347 "Guide to Form work for Concrete."
5. ACI 117, "Specifications for Tolerances for Concrete Construction and Materials."

B. Materials and installed work may require testing and retesting at anytime during progress of work. Tests, including retesting of rejected materials for installed work, shall be done at Contractor's expense.

C. Engage a testing agency acceptable to Engineer to perform initial material evaluation and certification tests for mix designs and to design concrete mixes.

D. Mockup: Cast mockup of size indicated or as required to demonstrate typical joints, form tie spacing, and proposed surface finish, texture, and color. Maintain sample panel exposed to view for duration of project, after Engineer's acceptance of visual qualities.
1. Demolish mockup and remove from site when directed by Engineer.

E. Pre-installation Conference: Conduct conference at project site to comply with requirements of Division 1 Section "Project Meetings" and the following:

1. At least 35 days prior to submitting design mixes, conduct a meeting to review detailed requirements for preparing concrete design mixes and to determine procedures for satisfactory concrete operations. Review requirements for submittals, status of coordinating work, and availability of materials. Establish preliminary

work progress schedule and procedures for materials, inspection, testing and certifications. Require representatives of each entity directly concerned with cast-in-place concrete to attend conference, including, but not limited to, the following:

a. Contractor's Superintendent
b. Agency responsible for concrete design mixes.
c. Agency responsible for field quality control.
d. Ready-mix concrete producer.
e. Concrete Subcontractor
f. Primary admixture manufactures.

1.5 PROJECT CONDITIONS

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

B. Protect adjacent finish materials against spatter during concrete placement.

PART 2 - PRODUCTS

2.1 FORM MATERIALS

A. Forms for Exposed Finish Concrete: Plywood, metal, metal-framed plywood faced, or other acceptable panel-type materials, to provide continuous, straight, smooth, exposed surfaces. Furnish in largest practicable sizes to minimize number of joints and to conform to joint system shown on drawings.

1. Use plywood complying with U.S. Product Standard PS-1 "B-B (Concrete Form) Plywood," Class I, Exterior Grade or better, mill-oiled and edge-sealed, with each piece bearing legible inspection trademark.

B. Forms for Unexposed Finish Concrete: Plywood, lumber, metal, or other acceptable material. Provide lumber dressed on at least two (2) edges and one side for tight fit.

C. Forms for Textured Finish Concrete: Units of face design, size, arrangement, and configuration to match Engineer's control sample. Provide solid backing and form supports to ensure stability of textured form liners.

D. Forms for Cylindrical Columns and Supports: Metal, fiberglass reinforced plastic, or paper or fiber tubes. Construct paper or fiber tubes of laminated plies using water-resistant adhesive with wax-impregnated exterior for weather and moisture protection. Provide units with sufficient wall thickness to resist loads imposed by wet concrete without deformation.

E. Form Coatings: Provide commercial formulation form-coating compounds that will not bond with, stain, nor adversely affect concrete surfaces, and will not impair subsequent treatments of concrete surfaces.

F. Form Ties: Factory-fabricated, adjustable-length, snapoff metal or glass fiber-reinforced plastic form ties, designed to prevent form deflection and to prevent spalling concrete upon removal. Provide units which will leave no metal closer than 1-1/2" to the exposed surface.

1. Provide ties which, when removed, will leave holes not larger than 1" diameter in concrete surface.
2. All form ties shall have a factor of safety of two (2) to determine the recommended safe working load.

2.2 REINFORCING MATERIALS

A. Reinforcing Bars: ASTM A 615, Grade 60, deformed.

B. Galvanized Reinforcing Bars: ASTM A 767, Class II (2.0 oz. zinc psf) hot-dip galvanized, after fabrication and bending.

C. Epoxy-Coated Reinforcing Bars: ASTM A 775.

1. Repair of damaged epoxy-coating - When required, damaged epoxy-coating shall be repaired with patching material conforming to ASTM A 775. Repair shall be done in accordance with the patching material manufacturer's recommendations.

D. Steel Wire: ASTM A 82, plain, cold-drawn steel.

E. Welded Wire Fabric: ASTM A 185, welded steel wire fabric. (Flat sheets only)

F. Welded Deformed Steel Wire Fabric: ASTM A 497.

G. Epoxy - Coated Welded Wire Fabric: ASTM A884, Class A.

H. Supports for Reinforcement: Bolsters, chairs, spacers, and other devices for spacing, supporting, and fastening reinforcing bars and welded wire fabric in place. Use wire bar type supports complying with CRSI specifications.

1. For slabs-on-grade, use supports with sand plates or horizontal runners where base material will not support chair legs.
2. For exposed-to-view concrete surfaces, where legs of supports are in contact with forms, provide supports with legs which are plastic protected (CRSI, Class 1) or stainless steel protected (CRSI, Class 2).

2.3 CONCRETE MATERIALS

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

1. Use one brand of cement throughout project, unless otherwise acceptable to Engineer.

B. Fly Ash: ASTM C 618, Class F.

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

C. Ground Granulated Blast-Furnace Slag: ASTM C989, Grade 100 or 120.

1. Limit use of granulated blast-furnace slag to not exceed 30% of cement content by weight.

D. Normal Weight Aggregates: ASTM C 33, and as herein specified. Provide aggregates from a single source for exposed concrete, with nominal maximum aggregate size of 1 inch.

1. For exterior exposed surfaces, do not use fine or coarse aggregates containing spalling-causing deleterious substances.
2. Local aggregates not complying with ASTM C 33 but which have shown by special test or actual service to produce concrete of adequate strength and durability may be used when acceptable to Engineer.
3. Combined Aggregate Gradation: Well graded from coarsest to finest with not more than 18 percent and not less than 8 percent retained on an individual sieve, except that less than 8 percent may be retained on coarsest sieve and on No. 50 (0.3-mm) sieve, and less than 8 percent may be retained on sieves finer than No. 50 (0.3 mm).

E. Lightweight Aggregates: ASTM C 330.

Maximum nominal aggregate size of 1 inch.

F. Water: Drinkable and complying with ASTM C94.

G. Air-Entraining Admixture: ASTM C 260, certified by manufacturer to be compatible with other required admixtures.

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

a. "Air-Mix"; Euclid Chemical Co.
b. "Sika Aer"; Sika Corp.
c. "MB-VR or MB-AE"; Master Builders.

H. Water-Reducing Admixture: ASTM C 494, Type A, and containing not more than 0.1 percent chloride ions.

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

a. "WRDA"; W.R. Grace.
b. "Eucon WR-75"; Euclid Chemical Co.
c. "Pozzolith Normal"; Master Builders.

I. High-Range Water-Reducing Admixture (Super Plasticizer): ASTM C 494, Type F and containing not more than 0.1 percent chloride ions.

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

    a. "Sikament 300"; Sika Chemical Corp.
    b. "Eucon 37"; Euclid Chemical Co.
    c. "Rheobuild or Polyheed"; Master Builders.

J. Water-Reducing, Non-Chloride Accelerator Admixture: ASTM C 494, Type E, and containing not more than 0.1 percent chloride ions.

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

    a. "Accelguard 80"; Euclid Chemical Co.
    b. "Pozzutec 20"; Master Builders.
    c. "Daraset"; W.R. Grace & Co.

K. Water-Reducing, Retarding Admixture: ASTM C 494, Type D, and containing not more than 0.1 percent chloride ions.

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

    a. "Pozzolith"; Master Builders.
    b. "Eucon Retarder 75"; Euclid Chemical Co.
    c. "Plastiment"; Sika Chemical Co.

L. Corrosion-Inhibiting Admixture: Commercially formulated, anodic inhibitor or mixed cathodic and anodic inhibitor; capable of forming a protective barrier and minimizing chloride reactions with steel reinforcement in concrete.

1. Available Products: Subject to compliance with requirements, products that may be incorporated into the Work include, but are not limited to, the following:
2. Products: Subject to compliance with requirements, provide one of the following:

    a. Catexol 1000CL; Axim Concrete Technologies.
    b. MCI 2000 or MCI 2005; Cortec Corporation.
    c. DCI or DCI-S; W.R. Grace & Co., Construction Products Div.
    d. Rheocrete 222+; Master Builders, Inc.
    e. FerroGard-901; Sika Corporation.

M. Prohibited Admixtures: Calcium chloride thyocyanates or admixtures containing more than 0.1 percent chloride ions are not permitted.

N. Fiber Reinforcement:

1. Synthetic fiber reinforcing shall be added to the concrete for the areas so indicated in the drawings. Only fibers designed and manufactured specifically for use in concrete shall be acceptable as secondary reinforcement, complying with ASTM C1116, not less than 3/4 inch long.
2. The fibers may be added at the batch plant. The incorporation of said fibers shall be documented on the delivery ticket from the ready mix producer. Fibers shall be added to the concrete in strict accordance with manufacturer's printed instructions.

The minimum dosage rate shall be 1.5 lbs/cubic yard.

3. Nylon fibers containing 100% virgin nylon monofilaments shall be utilized to impart a "non-hairy" surface to the finished concrete.
4. Products: Subject to compliance with requirements, provide the following fibrous reinforcement or approved equal:

    a. Nycon Fiber; Nycon, Inc.
    b. Nylo-Mono; Forta Corp.
    c. Fibrasol N; Axim Concrete Technologies

2.4 RELATED MATERIALS

A. Reglets: Where resilient or elastomeric sheet flashing or bituminous membranes are terminated in reglets, provide reglets of not less than 26 gage galvanized sheet steel. Fill reglet or cover face opening to prevent intrusion of concrete or debris.

B. Waterstops: Provide waterstops at construction joints and other joints as indicated and specified in Section 030000.02.

C. Granular Base: Evenly graded mixture of fine and coarse aggregates to provide, when compacted, a smooth and even surface below slabs on grade.

D. Vapor Retarder: Provide vapor retarder cover, ASTM E1745 Class C, over prepared base material where indicated below slabs on grade. Use only materials which are resistant to deterioration when tested in accordance with ASTM E 154, as follows:

1. Polyethylene sheet not less than 10 mils thick.
2. Water resistant barrier paper consisting of heavy Kraft papers laminated together with glass fiber reinforcement and over-coated with black polyethylene on each side.

    a. Product: Subject to compliance with requirements, provide Moistop Ultra 10 by Fortifiber Corporation, Stego Wrap 10-mil by Stego Industries or equal.

E. Non-Shrink Grout: CRD-C 621 and ASTM C-1107, factory pre-mixed grout.

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

    a. Non-metallic

        1) "Set Grout"; Master Builders.
        2) "Euco-NS"; Euclid Chemical Co.
        3) "Five Star Grout"; U.S. Grout Corp.

F. Non-slip Aggregate Finish: Provide fused aluminum oxide grits, or crushed emery, as abrasive aggregate for non-slip finish with emery aggregate containing not less than 50 percent aluminum oxide and not less than 25 percent ferric oxide. Use material that is factory-graded, packaged, rust-proof, and non-glazing, and is unaffected by freezing, moisture, and cleaning materials.

G. Colored Wear-Resistant Finish: Packaged, dry, combination of materials, consisting of Portland cement, graded quartz aggregate, coloring pigments, and plasticizing admixture. Use coloring pigments that are finely ground, non-fading mineral oxides, interground with cement. Color as selected by Engineer, unless otherwise indicated.

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

    a. "Colorcron"; Master Builders.
    b. "Surflex"; Euclid Chemical Co.
    c. "Lithochrome"; L.M. Scofield Co.

H. Absorptive Cover: Burlap cloth made from jute or kenaf, weighing approximately 9 oz. per sq. yd., complying with AASHTO M 182, Class 2.

I. Moisture-Retaining Cover: One of the following, complying with ASTM C 171.

1. Waterproof paper.
2. Polyethylene film.
3. Polyethylene-coated burlap.

J. Liquid Membrane-Forming Curing Compound: Liquid type membrane- forming curing compound complying with ASTM C 309, Type I, Class A. Moisture loss not more than 0.55 kg./sq. m. when applied at 200 sq ft./gal.

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

    a. "Masterkure"; Master Builders.
    b. "Ecocure"; Euclid Chemical Co.
    c. "Horn Clear Seal"; A.C. Horn, Inc.

K. Underlayment Compound: Freeflowing, self-leveling, pumpable cementitious base compound for applications from 1 inch thick to feathered edges.

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

    a. "Flo-Top"; Euclid Chemical Co.
    b. "Underlayment 110," Master Builders, Inc.
    c. "Thoro Underlayment Self-Leveling"; Thoro System Products.

L. Bonding Compound: Polyvinyl acetate or acrylic base.

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

    a. Polyvinyl Acetate (Interior Only):

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

b. Acrylic or Styrene Butadiene:

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

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

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

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

2.5 PROPORTIONING AND DESIGN OF MIXES

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

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

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

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

TABLE 1

CONCRETE REQUIREMENTS

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

*Maximum Water - Cementitious Materials Ratio

1. All reinforced concrete shall be Class A, except as otherwise specified or shown on the drawings.

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

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

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

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

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

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

F. Admixtures:

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

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

2.6 CONCRETE MIXING

A. Job-Site Mixing: Mix materials for concrete in appropriate drum type batch machine mixer. For mixers of one cu. yd., or smaller capacity, continue mixing at least 1-1/2 minutes, but not more than 5 minutes after ingredients are in mixer, before any part of batch is released. For mixers of capacity larger than one cu. yd., increase minimum 1-1/2 minutes of mixing time by 15 seconds for each additional cu. yd., or fraction thereof.

1. Provide batch ticket for each batch discharged and used in work, indicating project identification name and number, date, mix type, mix time, quantity, and amount of water introduced.

B. Ready-Mix Concrete: Comply with requirements of ASTM C 94, and as herein specified.

1. During hot weather, or under conditions contributing to rapid setting of concrete, a shorter mixing time than specified in ASTM C 94 may be required.

a. When air temperature is between 85 deg F (30 deg C) and 90 deg F (32 deg C), reduce mixing and delivery time from 1-1/2 hours to 75 minutes, and when air temperature is above 90 deg F (32 deg C), reduce mixing and delivery time to 60 minutes.

PART 3 - EXECUTION

3.1 GENERAL

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

3.2 FORMS

A. Design, erect, support, brace, and maintain form work to support vertical and lateral, static, and dynamic loads that might be applied until such loads can be supported by concrete structure. Construct form work so concrete members and structures are of correct size, shape, alignment, elevation, and position. Maintain form work construction tolerances complying with ACI 347.

B. Design form work to be readily removable without impact, shock, or damage to cast-in-place concrete surfaces and adjacent materials.

C. Construct forms to sizes, shapes, lines, and dimensions shown, and to obtain accurate alignment, location, grades, level and plumb work in finished structures. Provide for openings, offsets, sinkages, keyways, recesses, moldings, rustications, reglets, chamfers, blocking, screeds, bulkheads, anchorages and inserts, and other features required in work.

Use selected materials to obtain required finishes. Solidly butt joints and provide back-up at joints to prevent leakage of cement paste.

D. Fabricate forms for easy removal without hammering or prying against concrete surfaces. Provide crush plates or wrecking plates where stripping may damage cast concrete surfaces. Provide top forms for inclined surfaces where slope is too steep to place concrete with bottom forms only. Kerf wood inserts for forming keyways, reglets, recesses, and the like, to prevent swelling and for easy removal.

E. Provide temporary openings where interior area of form work is inaccessible for cleanout, for inspection before concrete placement, and for placement of concrete. Securely brace temporary openings and set tightly to forms to prevent loss of concrete mortar. Locate temporary openings on forms at inconspicuous locations.

F. Chamfer exposed corners and edges as indicated, using wood, metal, PVC, or rubber chamfer strips fabricated to produce uniform smooth lines and tight edge joints.

G. Provisions for Other Trades: Provide openings in concrete form work to accommodate work of other trades. Determine size and location of openings, recesses, and chases from trades providing such items. Accurately place and securely support items built into forms.

H. Cleaning and Tightening: Thoroughly clean forms and adjacent surfaces to receive concrete. Remove chips, wood, sawdust, dirt, or other debris just before concrete is placed. Retightening forms and bracing after concrete placement if required to eliminate mortar leaks and maintain proper alignment.

3.3 VAPOR RETARDER INSTALLATION

A. Following leveling and tamping of granular base for slabs on grade, place vapor retarder sheeting with longest dimension parallel with direction of pour.

B. Lap joints 6" and seal with manufacturer's recommended mastic or pressure-sensitive tape.

3.4 PLACING REINFORCEMENT

A. Comply with Concrete Reinforcing Steel Institute's recommended practice for "Placing Reinforcing Bars," for details and methods of reinforcement placement and supports, and as herein specified.

1. Avoiding cutting or puncturing vapor retarder during reinforcement placement and concreting operations. Repair damages before placing concrete.

B. Clean reinforcement of loose rust and mill scale, earth, ice, and other materials which reduce or destroy bond with concrete.

C. Accurately position, support, and secure reinforcement against displacement by form work, construction, or concrete placement operations. Locate and support reinforcing by metal chairs, runners, bolsters, spacers, and hangers, as required.

D. Place reinforcement to obtain at least minimum coverages for concrete protection. Arrange, space, and securely tie bars and bar supports to hold reinforcement in position during concrete placement operations. Set wire ties so ends are directed into concrete, not toward exposed concrete surfaces.

E. Install welded wire fabric in longest lengths as practicable. Lap adjoining pieces at least one full mesh and lace splices with wire. Offset end laps in adjacent widths to prevent continuous laps in either direction.

F. Epoxy - Coated Reinforcing Steel:

1. Epoxy-coated reinforcing bars supported from form work shall rest on coated wire bar supports, or on bar supports made of dielectric material or other acceptable materials. Wire bar supports shall be coated with dielectric material for a minimum distance of 2 inches from the point of contact with the epoxy-coated reinforcing bars. Reinforcing bars used as support bars shall be epoxy-coated.
   In walls having epoxy-coated reinforcing bars, spreader bars where specified by the Engineer, shall be epoxy-coated. Proprietary combination bar clips and spreaders used in walls with epoxy-coated reinforcing bars shall be made of corrosion-resistant material.
2. Epoxy-coated reinforcing bars - Equipment for handling epoxy-coated bars shall have protected contact areas. Bundles of coated bars shall be lifted at multiple pick-up points to minimize bar-to-bar abrasion from sags in the bundles. Coated bars or

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

3.5 JOINTS

A. Construction Joints: Locate and install construction joints as indicated or, if not indicated, locate so as not to impair strength and appearance of the structure, as acceptable to Engineer.

1. Provide keyways at least 1-1/2" deep in construction joints in walls, slabs, and between walls and footings; accepted bulkheads designed for this purpose may be used for slabs.
2. Place construction joints perpendicular to main reinforcement. Continue reinforcement across construction joints, except as otherwise indicated.

B. Waterstops: Provide waterstops in construction joints as indicated. Install waterstops to form continuous diaphragm in each joint. Make provisions to support and protect exposed

waterstops during progress of work. Fabricate field joints in waterstops in accordance with manufacturer's printed instructions.

C. Isolation Joints in Slabs-on-Ground: Construct isolation joints in slabs-on-ground at points of contact between slabs-on-ground and vertical surfaces, such as column pedestals, foundation walls, grade beams, and elsewhere as indicated.

1. Joint filler and sealant materials are specified in Section 030000.02 of these specifications.

D. Contraction (Control) Joints in Slabs-on-Ground: Construct contraction joints in slabs-on-ground to form panels of patterns as shown. Use inserts 1/4 of slab depth, unless otherwise indicated.

1. Form contraction joints by inserting premolded plastic strips into fresh concrete until top surface of strip is flush with slab surface.
2. Follow the directions of Insert Manufacturer for finishing the slab and joints.

E. If joint pattern not shown, provide joints not exceeding 15' in either direction and located to conform to bay spacing wherever possible (at column centerlines, half bays, third-bays).

1. Joint sealant material is specified in Section 030000.02 of these specifications.

3.6 INSTALLATION OF EMBEDDED ITEMS

A. General: Set and build into work anchorage devices and other embedded items required for other work that is attached to, or supported by, cast-in-place concrete. Use setting drawings, diagrams, instructions, and directions provided by suppliers of items to be attached thereto. Electrical conduit shall not be embedded in concrete.

B. Install reglets to receive top edge of foundation sheet waterproofing, and to receive thru-wall flashings in outer face of concrete frame at exterior walls, where flashing is shown at lintels, relieving angles, and other conditions.

C. Edge Forms and Screed Strips for Slabs: Set edge forms or bulkheads and intermediate screed strips for slabs to obtain required elevations and contours in finished slab surface. Provide and secure units to support screed strips using strike-off templates or compacting type screeds.

3.7 PREPARATION OF FORM SURFACES

A. Clean re-used forms of concrete matrix residue, repair and patch as required to return forms to acceptable surface condition.

B. Coat contact surfaces of forms with an approved, nonresidual, low-VOC, from-coating compound before placing reinforcement.

C. Thin form-coating compounds only with thinning agent of type, amount, and under conditions of form-coating compound manufacturer's directions. Do not allow excess

form-coating material to accumulate in forms or to come into contact with in-place concrete surfaces against which fresh concrete will be placed. Apply in compliance with manufacturer's instructions.

D. Coat steel forms with a non-staining, rust-preventative form oil or otherwise protect against rusting. Rust-stained steel form work is not acceptable.

3.8 CONCRETE PLACEMENT

A. Preplacement Inspection: Before placing concrete, inspect and complete form work installation, reinforcing steel, and items to be embedded or cast-in. Notify other crafts to permit installation of their work; cooperate with other trades in setting such work. Moisten wood forms immediately before placing concrete where form coatings are not used.

1. Apply temporary protective covering to lower 2' of finished walls adjacent to poured floor slabs and similar conditions, and guard against spattering during placement.

B. General: Comply with ACI 304 "Recommended Practice for Measuring, Mixing, Transporting, and Placing Concrete," and as herein specified.

1. Deposit concrete continuously or in layers of such thickness that no concrete will be placed on concrete which has hardened sufficiently to cause the formation of seams or planes of weakness. If a section cannot be placed continuously, provide construction joints as herein specified. Deposit concrete as nearly as practicable to its final location to avoid segregation.

C. Placing Concrete in Forms: Deposit concrete in forms in horizontal layers not deeper than 24" and in a manner to avoid inclined construction joints. Where placement consists of several layers, place each layer while preceding layer is still plastic to avoid cold joints.

1. Consolidate placed concrete by mechanical vibrating equipment supplemented by hand-spading, rodding, or tamping. Use equipment and procedures for consolidation of concrete in accordance with ACI 309.
2. Do not use vibrators to transport concrete inside forms. Insert and withdraw vibrators vertically at uniformly spaced locations not farther than visible effectiveness of machine. Place vibrators to rapidly penetrate placed layer and at least 6" into preceding layer. Do not insert vibrators into lower layers of concrete that have begun to set. At each insertion limit duration of vibration to time necessary to consolidate concrete and complete embedment of reinforcement and other embedded items without causing segregation of mix.

D. Placing Concrete Slabs: Deposit and consolidate concrete slabs in a continuous operation, within limits of construction joints, until the placing of a panel or section is completed.

1. Consolidate concrete during placing operations so that concrete is thoroughly worked around reinforcement and other embedded items and into corners.

2. Bring slab surfaces to correct level with straightedge and strikeoff. Use bull floats or darbies to smooth surface, free of humps or hollows. Do not disturb slab surfaces prior to beginning finishing operations.
3. Maintain reinforcing in proper position on chairs during concrete placement operations.

E. Cold Weather Placing: Protect concrete work from physical damage or reduced strength which could be caused by frost, freezing actions, or low temperatures, in compliance with ACI 306 and as herein specified.

1. When air temperature has fallen to or is expected to fall below 40 deg F (4 deg C), uniformly heat water and aggregates before mixing to obtain a concrete mixture temperature of not less than 50 deg F (10 deg C), and not more than 80 deg F (27 deg C) at point of placement.

    a. The concrete shall be maintained within this temperature range for not less than seven (7) days.

2. Do not use frozen materials or materials containing ice or snow. Do not place concrete on frozen subgrade or on subgrade containing frozen materials or against cold reinforcing steel.
3. Do not use calcium chloride, salt, and other materials containing antifreeze agents or chemical accelerators, unless otherwise accepted in mix designs.

F. Hot Weather Placing: When hot weather conditions exist that would seriously impair quality and strength of concrete, place concrete in compliance with ACI 305 and as herein specified.

1. Cool ingredients before mixing to maintain concrete temperature at time of placement below 90 deg F (32 deg C). Mixing water may be chilled, or chopped ice may be used to control temperature provided water equivalent of ice is calculated to total amount of mixing water. Use of liquid nitrogen to cool concrete is Contractor's option.
2. Cover reinforcing steel with water-soaked burlap if it becomes too hot, so that steel temperature will not exceed the ambient air temperature immediately before embedment in concrete.
3. Fog spray forms, reinforcing steel, and subgrade just before concrete is placed.
4. Use water-reducing retarding admixture when required by high temperatures, low humidity, or other adverse placing conditions, as acceptable to Engineers.

3.9 FINISH OF FORMED SURFACES

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

B. Smooth Form Finish: For formed concrete surfaces exposed-to-view, or that are to be covered with a coating material applied directly to concrete, or a covering material applied directly to concrete, such as waterproofing, dampproofing, veneer plaster, painting, or other similar system. This is an as-cast concrete surface obtained with selected form facing material, arranged orderly and symmetrically with a minimum of seams. Repair and patch defective areas with fins or other projections completely removed and smoothed; provide smooth rubbed finish to smooth form finish. Refer to "Concrete Surface Repairs."

C. Smooth Rubbed Finish: Provide smooth rubbed finish to scheduled concrete surfaces, which have received smooth form finish treatment.

1. Scarify or roughen entire surface by grinding or similar effective means.
2. Combined one part Portland cement to 1-1/2 parts fine sand by volume and a 50:50 mixture of acrylic or styrene butadiene-based bonding admixture and water to form the consistency of thick paint. Blend standard Portland cement and white Portland cement, amounts determined by trial patches, so that final color of dry grout will match adjacent surfaces.
3. Thoroughly wet concrete surfaces and apply grout to coat surfaces and fill small holes. Remove excess grout by scraping and rubbing with clean burlap. Keep damp by fog spray for at least 36 hours after rubbing.
4. Repeat the above process if necessary to fill voids or bug holes and obtain a consistent match to adjacent surfaces, subject to acceptance of the Engineer.

D. Grout Cleaned Finish: Provide grout cleaned finish on scheduled concrete surfaces which have received smooth form finish treatment.

1. Scarify or roughen entire surface by grinding or similar effective means.
2. Apply Thoroseal plaster mix coating by Thoro System Products or approved equivalent with an approximate thickness of 1/8-inch to ¼-inch.
3. Follow the manufacturer's recommendations and guidelines regarding surface preparation, application methods and curing.
4. Repeat the above process if necessary to fill voids or bug holes and obtain a consistent match to adjacent surfaces, subject to acceptance of the Engineer.

E. Related Unformed Surfaces: At tops of walls, horizontal offsets, and similar unformed surfaces occurring adjacent to formed surfaces, strike-off smooth and finish with a texture matching adjacent formed surfaces. Continue final surface treatment of formed surfaces uniformly across adjacent unformed surfaces, unless otherwise indicated.

3.10 MONOLITHIC SLAB FINISHES

A. Scratch Finish: Apply scratch finish to monolithic slab surfaces that are to receive concrete floor topping or mortar setting beds for tile, Portland cement terrazzo, and other bonded applied cementitious finish flooring material, and as otherwise indicated.

1. After placing slabs, plane surface to tolerances for floor flatness F(F) 15 and floor levelness F(L) 13, measured according to ASTM E 1155. Slope surfaces uniformly to drains where required. After leveling, roughen surface before final set, with stiff brushes, brooms, or rakes.

B. Float Finish: Apply float finish to monolithic slab surfaces to receive trowel finish and other finishes as hereinafter specified, and slab surfaces which are to be covered with membrane or elastic waterproofing, membrane or elastic roofing, or sand-bed terrazzo, and as otherwise indicated.

1. After screeding, consolidating, and leveling concrete slabs, do not work surface until ready for floating. Begin floating when surface water has disappeared or when concrete has stiffened sufficiently to permit operation of power-driven floats, or both, Consolidate surface with power-driven floats, or by hand-floating if area is small or inaccessible to power units. Check and level surface plane to tolerances of F(F) 18 F(L) 15. Cut down high spots and fill low spots. Uniformly slope surfaces to drains. Immediately after leveling, refloat surface to a uniform, smooth, granular texture.

C. Trowel Finish: Apply trowel finish to monolithic slab surfaces to be exposed-to-view, and slab surfaces to be covered with resilient flooring, carpet, ceramic or quarry tile, paint, or other thin film finish coating system.

1. After floating, begin first trowel finish operation using a power-driven trowel. Begin final troweling when surface produces a ringing sound as trowel is moved over surface. Consolidate concrete surface by final hand-troweling operation, free of trowel marks, uniform in texture and appearance, and with surface leveled to tolerances of F(F), 20 and F(L) 17, measured according to ASTM E1155. Grind smooth surface defects which would telegraph through applied floor covering system.

D. Trowel and Fine Broom Finish: Where ceramic or quarry tile is to be installed with thin-set mortar, apply trowel finish as specified, then immediately follow with slightly scarifying surface by fine brooming.

E. Non-Slip Broom Finish: Apply non-slip broom finish to exterior concrete platforms, steps, and ramps, and elsewhere as indicated.

1. Immediately after float finishing, slightly roughen concrete surface by brooming with fiber bristle broom perpendicular to main traffic route. Coordinate required final finish with Engineer before application.

F. Non-slip Aggregate Finish: Apply non-slip aggregate finish to concrete stair treads, platforms, ramps, sloped walks, and elsewhere as indicated.

1. After completion of float finishing, and before starting trowel finish, uniformly spread 25 lbs. of dampened non-slip aggregate per 100 sq. ft. of surface. Tamp aggregate flush with surface using a steel trowel, but do not force below surface. After broadcasting and tamping, apply trowel finishing as herein specified.
2. After curing, lightly work surface with a steel wire brush, or an abrasive stone, and water to expose non-slip aggregate.

G. Colored Wear-Resistant Finish: Provide colored wear-resistant finish to monolithic slab surface indicated.

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

3.11 CONCRETE CURING AND PROTECTION

A. General: Protect freshly placed concrete from premature drying and excessive cold or hot temperatures. Protect concrete from rapid moisture loss before and during finishing operations.
   1. The evaporation graph, Figure 1, of ACI 308 - Curing Concrete, shall be used to determine the evaporation rate during concrete placement. If the rate of evaporation equals or exceeds 0.2 lbs/sq.ft./hr., steps shall be taken to prevent excessive evaporation from the surface.
   2. Start initial curing as soon as free water has disappeared from concrete surface after placing and finishing.

      a. Initial curing may be any of the methods listed herein that maintain a satisfactory moisture content and temperature.

   3. Begin final curing procedures, if they differ from initial curing, immediately following initial curing and before concrete has dried. Continue curing for at least seven (7) days in accordance with ACI 301 procedures. Avoid rapid drying at end of final curing period.

B. Curing Methods: Perform curing of all structural concrete as herein specified.

   1. Provide moisture curing by following methods.

      a. Keep concrete surface continuously wet by covering with water.
      b. Continuous water-fog spray.
      c. Cover concrete surface with specified absorptive cover, thoroughly saturating cover with water and keeping continuously wet. Place absorptive cover to provide coverage of concrete surfaces and edges, with 4" lap over adjacent absorptive covers.

   2. Provide moisture-cover curing as follows:

      a. Cover concrete surfaces with moisture-retaining cover for curing concrete, placed in widest practicable width with sides and ends lapped at least 3" and sealed by waterproof tape or adhesive. Immediately repair any holes or tears during curing period using cover material and waterproof tape.

C. Provide curing and sealing compound to pavement, walks, and curbs only, as follows:

1. Apply specified curing and sealing compound to concrete slabs as soon as final finishing operations are complete (within 2 hours) and after surface water sheen has disappeared. Apply uniformly in continuous operation by power-spray or roller in accordance with manufacturer's directions. Recoat areas subjected to heavy rainfall within three (3) hours after initial application. Maintain continuity of coating and repair damage during curing period.

D. Curing Formed Surfaces: Cure formed concrete surfaces, including undersides of beams, supported slabs, and other similar surfaces by moist curing with forms in place for full curing period or until forms are removed. If forms are removed, continue curing by methods specified above, as applicable.

E. Curing Unformed Surfaces: Cure unformed surfaces, such as slabs, floor topping, and other flat surfaces by moist curing methods.

1. Final cure concrete surfaces to receive liquid floor hardener or finish flooring by use of moisture-retaining cover, unless otherwise directed.

3.12 SHORES AND SUPPORTS

A. Comply with ACI 347 for shoring and reshoring in multistory construction, and as herein specified.

B. Extend shoring from ground to roof for structures four (4) stories or less, unless otherwise permitted.

C. Extend shoring at least three (3) floors under floor or roof being placed for structures over four (4) stories. Shore floor directly under floor or roof being placed, so that loads from construction above will transfer directly to these shores. Space shoring in stories below this level in such a manner that no floor or member will be excessively loaded or will induce tensile stress in concrete members where no reinforcing steel is provided. Extend shores beyond minimums to ensure proper distribution of loads throughout structure.

D. Remove shores and reshore in a planned sequence to avoid damage to partially cured concrete. Locate and provide adequate reshoring to safely support work without excessive stress or deflection.

1. Keep reshores in place a minimum of 15 days after placing upper tier, and longer if required, until concrete has attained its required 28-day strength and heavy loads due to construction operations have been removed.

3.13 REMOVAL OF FORMS

A. Formwork not supporting weight of concrete, such as sides of beams, walls, columns, and similar parts of the work, may be removed after cumulatively curing at not less than 50 deg F (10 deg C) for five (5) days after placing concrete, provided concrete is sufficiently hard

to not be damaged by form removal operations, and provided curing and protection operations are maintained.

B. Formwork supporting weight of concrete, such as beam soffits, joists, slabs, and other structural elements, may not be removed in less than 14 days or until concrete has attained at least 75 percent of design minimum compressive strength at 28 days. Determine potential compressive strength of in-place concrete by testing field-cured specimens representative of concrete location or members. Lab cured cylinders will not be considered.

C. Form facing material may be removed five (5) days after placement, only if shores and other vertical supports have been arranged to permit removal of form facing material without loosening or disturbing shores and supports.

3.14 RE-USE OF FORMS

A. Clean and repair surfaces of forms to be re-used in work. Split, frayed, delaminated, or otherwise damaged form facing material will not be acceptable for exposed surfaces. Apply new form coating compound as specified for new form work.

B. When forms are extended for successive concrete placement, thoroughly clean surfaces, remove fins and laitance, and tighten forms to close joints. Align and secure joint to avoid offsets. Do not use "patched" forms for exposed concrete surfaces, except as acceptable to Engineer.

3.15 MISCELLANEOUS CONCRETE ITEMS

A. Filling-In: Fill-in holes and openings left in concrete structures for passage of work by other trades, unless otherwise shown or directed, after work of other trades is in place. Mix, place, and cure concrete as herein specified, to blend with in-place construction. Provide other miscellaneous concrete filling shown or required to complete work.

B. Curbs: Provide monolithic finish to interior curbs by stripping forms while concrete is still green and steel-troweling surfaces to a hard, dense finish with corners, intersections, and terminations slightly rounded.

C. Equipment Bases and Foundations: Provide machine and equipment bases and foundations, as shown on drawings. Set anchor bolts for machines and equipment with template at correct elevations, complying with certified diagrams or templates of manufacturer furnishing machines and equipment.

1. Grout base plates and foundations as indicated, using specified non-shrink grout. Use non-metallic grout for exposed conditions, unless otherwise indicated.

D. Steel Pan Stairs: Provide concrete fill for steel pan stair treads and landings and associated items. Cast-in safety inserts and accessories as shown on drawings. Screed, tamp, and finish concrete surfaces as scheduled. Cure concrete as herein specified.

E. Reinforced Masonry: Provide concrete grout conforming to ASTM C476 for reinforced masonry lintels and bond beams where indicated on drawings and as scheduled. Maintain accurate location of reinforcing steel during concrete placement.

3.16 CONCRETE SURFACE REPAIRS

A. Patching Defective Areas: Repair and patch defective areas with cement mortar immediately after removal of forms, when acceptable to Engineer.

1. Saw-cut out honeycomb, rock pockets, voids over 1/4" in any dimension, down to solid concrete but, in no case to a depth of less than 1." Make edges of cuts slightly undercut to the concrete surface. Thoroughly clean, dampen with water, and brush-coat the area to be patched with specified bonding agent. Place patching mortar after bonding compound has dried.
2. For exposed-to-view surfaces, blend white Portland cement and standard Portland cement so that, when dry, patching mortar will match surrounding color. Provide test areas at inconspicuous location to verify mixture and color match before proceeding with patching. Compact mortar in place and strike-off slightly higher than surrounding surface.

B. Repair of Formed Surfaces: Remove and replace concrete having defective surfaces if defects cannot be repaired to satisfaction of Engineer. Surface defects, as such, include color and texture irregularities, cracks, spalls, air bubbles, honeycomb, rock pockets; fins and other projections on surface; and stains and other discolorations that cannot be removed by cleaning. Flush out form tie holes, fill with Portland Cement patching mortar, or precast cement cone plugs secured in place with bonding agent. When other materials are used, apply them in accordance with manufacturer's recommendations.

1. Repair concealed formed surfaces, where possible, that contain defects that affect the durability of concrete. If defects cannot be repaired, remove and replace concrete.
2. Repair of Unformed Surfaces: Test unformed surfaces, such as monolithic slabs, for smoothness and verify surface plane to tolerances specified for each surface and finish. Correct low and high areas as herein specified. Test unformed surfaces sloped to drain for trueness of slope, in addition to smoothness using a template having required slope.
3. Repair finished unformed surfaces that contain defects which affect durability of concrete. Surface defects, as such, include crazing, cracks in excess of 0.01" wide or which penetrate to reinforcement or completely through non-reinforced sections regardless of width, spalling, pop-outs, honeycomb, rock pockets, and other objectionable conditions.
4. Correct high areas in unformed surfaces by grinding, after concrete has cured at least 14 days.
5. Correct low areas in unformed surfaces during or immediately after completion of surface finishing operations by cutting out low areas and replacing with fresh concrete. Finish repaired areas to blend into adjacent concrete. Proprietary patching compounds may be used when acceptable to Engineer.

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

3.17 THROUGH SECTION CONCRETE CRACK REPAIRS

A. Sealing through wall or slab cracks.

1. Seal cracks for a water-tight or structurally bonded repair with epoxy or chemical grouting procedures.

    a. The Contractor shall make proper repairs with epoxy injection or chemical injection with a moisture reactive hydrophilic polyurethane foam grout, as directed by the Engineer.

3.18 MUD MATS

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

1. Mud mat concrete shall be cast against the side walls of all excavations to completely seal the bottom.

ADDENDUM
EXAMPLE FORM A

CONCRETE SUPPLIER:_____

PROJECT:_____ CONTRACTOR:_____

MIXTURE ID:_____ SPECIFIED f'c:_____PSI

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

1.0 Cement Type_____ Source:_____

Sp. Gr._____ _____pcy _____cu. ft.

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

Sp. Gr._____ _____pcy _____cu. ft.

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

SSD Sp. Gr._____ _____pcy _____ cu. ft.

Dry Rodded Unit Wt.:_____pcf

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

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

Loose Unit Wt._____pcf Estimated Wet_____pcf

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

SSD Sp. Gr._____ _____pcy _____cu. ft.

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

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

SSD Sp. Gr._____ _____pcy _____cu. ft.

Dry Rodded Unit Wt.: _____pcf

3.0 Water: _____gal. _____pcy _____cu. ft.

EXAMPLE FORM A (CONTINUED)

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

Source:_____ Name:_____ Type_____ _____oz

Source:_____ Name:_____ Type_____ _____oz

Source:_____ Name:_____ Type_____ _____oz

Total Admixture Liquid Vol. _____ cu. ft.

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

5.0 Other Materials - fibers, color pigment or other additions

Sp. Gr._____ _____pcy _____cu. ft.

Total Mixture Mass and Volume: _____pcy _____cu. ft.

Fresh Concrete Properties

Slump _____ +/-_____ in.

Unit Weight _____ pcf

Air Content _____+/-_____%

If Trail Batch Data -

Identify Batch No. _____

Batch Date _____

Concrete Temp._____°F

Comp. Strength-Average _____°F

Coarse & Fine Aggregate Gradation

Percent Passing

Sieve Size	Aggregate No. 1	2	3	4	Combined
2 in.	____	____	____	____	_____
1-1/2 in.	____	____	____	____	_____
1 in.	____	____	____	____	_____
3/4 in.	____	____	____	____	_____
1/2 in.	____	____	____	____	_____
3/8 in.	____	____	____	____	_____
No. 4	____	____	____	____	_____
No. 8	____	____	____	____	_____
No. 16	____	____	____	____	_____
No. 30	____	____	____	____	_____

7 day avg. _____psi	No. 50	____ ____ ____ ____ _____
28 day avg. _____psi	No. 100	____ ____ ____ ____ _____
	No. 200	____ ____ ____ ____ _____

Comments:_____

_____

Signature: _____ Date:_____

Title: _____

Organization: _____

EXAMPLE FORM B

CONCRETE SUPPLIER:_____

MATERIAL	TRAIL BATCH NUMBER - proportions per cubic yard			
	1	2	3	4
1.0 Cement Source: _____				
Type ____	_____lb	_____lb	_____lb	_____lb
1.1 Other Cementitious Material Sources:_____				
Type ____	_____lb	_____lb	_____lb	_____lb
2.0 Aggregate No. 1 Size_____ Source:_____				
SSD ____	_____lb	_____lb	_____lb	_____lb
Alternate No. 1 Lightweight Aggregates Type _____ Source: _____				
Sp. Gr. Factor _____				
Oven Dry	_____lb	_____lb	_____lb	_____lb
Wet	_____lb	_____lb	_____lb	_____lb
2.1 Aggregate No. 2 Size_____ Source:_____				
SSD ____	_____lb	_____lb	_____lb	_____lb
2.2 Aggregate Nos. 3, 4, n) Size_____Source:_____				
SSD ____	_____lb	_____lb	_____lb	_____lb
3.0 Water	_____lb	_____lb	_____lb	_____lb
4.0 Admixtures Source: _____				
_____ Type _____	_____oz	_____oz	_____oz	_____oz
_____ Type _____	_____oz	_____oz	_____oz	_____oz
_____ Type _____	_____oz	_____oz	_____oz	_____oz

EXAMPLE FORM B (CONTINUED)

5.0 Other Materials

_____ Type _____ _____lb _____lb _____lb _____lb

_____

Total Mass: _____lb _____lb _____lb _____lb

Total Mass/cy: _____pcy _____pcy _____pcy _____pcy

Relative Cubic Yard Volume:

_____cy _____cy _____cy _____cy

Water-Cementitious Material Ratio:

Fresh Concrete Properties

_____

TRAIL BATCH NUMBER

	## -1	## -2	## -3	## -4
Slump-inches	_____	_____	_____	_____
Air-Content %	_____	_____	_____	_____
Unit Wt. pcf	_____	_____	_____	_____
Concrete Temp. °F	_____	_____	_____	_____

Compressive Strength Results (ASTM C192, C39) or Other Specified Test Requirements

7 days	_____	_____	_____	_____
	_____	_____	_____	_____
	_____	_____	_____	_____
Average (7 day)	_____	_____	_____	_____

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

Signature: _____ Date:_____

Title:_____

Organization: _____

END OF SECTION 030000

SECTION 030000.02 - EXPANSION AND CONSTRUCTION JOINTS

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 the work of this section.

1.2 DESCRIPTION OF WORK

A. This work includes furnishing and installing all joints where necessary.

B. In general, the work may include the following types of joints:

1. Types A, D, E, F, H and J Expansion Joint
2. Types B and L Waterstop Construction Joint
3. Types C and G Isolation Joints
4. Type K Construction Joint
5. Type CJ Control Joint

C. Refer to the contract drawings and specifications for locations and details of the joints to be used.

PART 2 - PRODUCTS

2.1 MATERIALS

A. The non-extruding preformed filler for joint Types A, C, D, E, F, J, L, and M shall conform to the requirements of "Standard Specifications for Preformed Sponge Rubber and Cork Expansion Joint Fillers for Concrete Paving and Structural Construction" ASTM D 1752, Type I, Sponge Rubber. Preformed filler shall be "Sponge Rubber" as manufactured by W.R. Meadows Company, Everlastic 1300 Series concrete gray sponge by Williams Products, Inc. or equal.

B. The preformed filler for joint Type H shall conform to the requirements of ASTM D 1752, Type III, self-expanding cork. Self-expanding cork shall be as manufactured by W.R. Meadows Company, or equal.

C. Preformed filler strips up to one (1) inch thickness shall be made as a single piece. Strips greater than one (1) inch thickness shall be fabricated by cementing together a minimum number of pieces. All cementing or vulcanizing shall be done at the point of manufacture.

D. The joint sealer shall be cold applied in accordance with manufacturer's recommendations.

1. Where the joint is not in contact with water, "No-Trak" as manufactured by A.C. Horn, Inc., "Gardox" by W.R. Meadows, Inc., or equal, shall be used.

2. Where the joint is in contact with water, "Sikaflex-IA" as manufactured by Sika Corporation, or equal shall be used.

E. Extruded polyvinyl chloride (PVC) waterstops for Type "C" joint shall be nine (9) inches in width, not less than three-eighths (3/8) inch in thickness; Type "L" joint shall be four (4) inches wide, not less than three-sixteenths (3/16) inch in thickness; Types "G" and "J" joint shall be six (6) inches in width, not less than three-eighths (3/8) inch in thickness and all waterstops shall be of corrugated construction. Types "C", "G", and "J" shall have a center bulb and corrugated ends. The waterstops shall be made continuous by use of factory made fittings and field jointing by heat welding in accordance with the manufacturer's recommendations. PVC waterstops shall be as manufactured by Vinylex Corporation, Greenstreak Products, or equal. Provide a test report for each lot of waterstops shipped to the job site.

F. Type "B" joints shall be as detailed on the drawings. The preformed plastic waterstops shall meet or exceed all requirements of Federal Specifications SS-S-210A, "Sealing Compound for Expansion Joints". Such preformed plastic waterstop shall be "Snyko-Flex" waterstop manufactured by Synko-Flex Products, 2100 Travis Street, Houston, Texas, or an approved equivalent.

G. Elastomeric bearing pad in joint Type "G" shall be 50 durometer Everlastic 1200 Series Neoprene as manufactured by William Products, Inc., or equal.

H. Type "K" joint shall be constructed as detailed on the drawings.

I. Type "CJ" premolded insert shall be "Speed-E-Joint" by W.R. Meadows, or equal.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Form work shall be designed to hold the preformed filler in alignment within the joint during and after concrete is poured. General description of the joints are as follows:

1. Type "A", "D", "E" and "F" expansion joints shall consist of non-extruding preformed filler only to separate the adjoining faces of concrete without the use of a waterstop. The top shall be finished by a joint sealer for slabs. Unless otherwise shown, preformed filler shall be three-fourths (3/4) inch thick and shall be of a width equal to the faces of concrete which it is separating. Where required, the preformed filler shall be attached to concrete by the use of an approved adhesive. Apply bond

breaker to edge of preformed filler material only, prior to placing joint sealer. The joint sealer shall bond only to the concrete surfaces.

2. Type “B” waterstop construction joint shall consist of a standard construction joint and waterstop as detailed on the drawings.
3. Types “C” and “J” joint shall consist of preformed filler material, waterstop and joint sealer as detailed on the drawings.
4. Type “G” joint shall consist of an elastomeric bearing pad and waterstop as detailed on the drawings.
5. Type “H” joint shall consist of self-expanding cork to separate the adjoining faces of concrete without the use of a waterstop. The top shall be finished by a joint sealer.
6. Type “CJ” Control joints shall be made by inserting a removable preformed insert to create a joint which is then filled with a joint sealer, if required.
7. Type “K” joint shall consist of a standard construction joint, a saw cut, and joint sealer as detailed on the drawings.

B. PVC waterstops shall be wired to the reinforcing steel every 12” to prevent misalignment during concreting.

END OF SECTION 030000.02

SECTION 264200 - CATHODIC PROTECTION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 DESCRIPTION OF WORK

A. The Contractor shall furnish and install a complete system of cathodic protection. The complete equipment shall be of an established make suitable and adequate for the purpose described and shall be fully guaranteed to prevent corrosion of the underwater interior surface of the tank and riser by use of electrical currents only.

1.3 QUALITY ASSURANCE

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

1.4 DETAILED DRAWINGS

A. The Contractor shall submit detailed drawings, specifications and/or catalog pages for review by the Engineer, as required under these specifications, describing in detail the cathodic protection system and appurtenances he will furnish and install in the tank. This data shall illustrate that the cathodic system is designed specifically for the particular style and size of tank in which it is to be installed. No cathodic protection equipment shall be delivered to the work until such data has been received, reviewed and found to be in general conformance with the plans and specifications.

1.5 SUBMITTALS

A. Product Data: Submit manufacturer's technical data and application instructions.

PART 2 - PRODUCTS

2.1 POWER SUPPLY

A. A 120V power supply for the cathodic protection system will be available at the lighting panel.

2.2 CATHODIC PROTECTION EQUIPMENT

A. The cathodic protection system (C.P.S.) shall be designed to provide the exact amount of current required and to accommodate for all variations in water composition, temperature, level and tank surface coating. The C.P.S. shall consist of a reference electrode, amplifier and controller, potential control unit, rectifier power unit and anodes. The C.P.S. shall operate on a feedback principle. When the tank- to-water potential exceeds the level required for protection, the signal from the reference electrode shall decrease the cathodic protection current. Conversely, if the tank-to-water potential drops, the current shall increase.

B. The C.P.S. shall have totally automatic control and shall be 100% solid state with no moving parts. It shall have a readout of the protective level, instant response and less than 12 Millivolt Potential Deviation. A maximum of two (2) reference cells shall be required. It shall automatically control from 0% to 100% of its rated capacity.

C. A complete description of the electrodes to be furnished shall be submitted for approval. The description shall include full information regarding their respective construction, size, number and composition. A type which does not disintegrate, when used as an anode in an electrolytic circuit shall be provided. The type, size, spacing, quantity and location of anodes shall be predicated, first on the necessity to distribute the protective current to all parts of the structure and second, upon considerations of the size and shape of the structure together with water characteristics and temperature. It is also essential that the circuits shall provide, to the extent feasible, complete protection for the riser as for the tank.

D. The completed equipment installation shall be of an established make suitable and adequate for the purpose described and shall be fully guaranteed to prevent corrosion of the underwater interior surface of the tank and riser to the extent feasible, by use of electrical currents only.

E. The automatic C.P.S. shall be "T.A.S.C." with permanode ballasted anodes designed to provide at least ten (10) years continuous protection, as manufactured by HARCO, or an approved equal.

F. All wire, conduit and fittings shall conform to the requirements of the electrical section of these specifications.

PART 3 - EXECUTION

3.1 MANUFACTURER'S SERVICES

A. The services of a factory trained, qualified service representative of the equipment manufacturer shall be provided to inspect the complete equipment installation to insure that it is installed in accordance with the manufacturer's recommendations, make all adjustments necessary to place the system in trouble-free operation and instruct the operating personnel in the proper care and operation of the equipment furnished.

B. The contractor is to install the complete equipment installation at substantial completion. The system is not to be commissioned until after the internal coating warranty inspection at one year’s time. The transformer-rectifier disconnect switch shall be locked in the off position until this commissioning period.

3.2 MANUFACTURER'S GUARANTEE

A. The selected equipment manufacturer shall guarantee that the materials and/or workmanship of the equipment be free from defects for a period of one (1) year from date of equipment start-up, providing the equipment has been operated and maintained in accordance with the manufacturer's recommendations.

END OF SECTION 264200

SECTION 269001.01 – RELOCATE REMOTE TELEMETRY SYSTEM

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

A. General. Drawings and general provisions of the contract, including General and Supplementary Conditions and Division 1 Specifications, apply to this section.

B. Related Sections include the following:

1. Division 01 – General Requirements

1.2 DESCRIPTION

A. Move Existing Remote Telemetry System (RTS) with appurtenant equipment and accessories as indicated, specified and as necessary for a complete and proper operating system.

B. The RTS shall be completely wired and configured to monitor and control all of the functions listed herein for a complete and proper operating system.

C. **Contractor shall include an ALLOWANCE of $10,000.00** in their 1 Lump Sum General Construction price to be used for technical consultation with Dmytrayka Jacobs Engineers, Inc. Contractor must provide Engineer with Invoices from Dmytrayka Jacobs Engineers, Inc. for review & payment.

D. The system integrator shall provide necessary consultation as needed for installation and startup and testing to verify proper operations.

1.3 EQUIPMENT COMPATIBILITY

A. If any new equipment is needed as determined during process of relocating and reconnecting existing equipment, Contractor shall notify ENGINEER and recommend needed equipment or parts to maintain equipment compatibility. The Contractor shall be responsible for coordinating the instrumentation equipment, communication equipment and other related equipment so that all elements are compatible and form a complete working system. Shop drawing submittals shall include sufficient information regarding component compatibility to demonstrate compliance with this requirement if additional or newer equipment is being provided.

1.4 QUALITY ASSURANCE

A. Codes and Standards. Perform all work in compliance with applicable requirements of governing agencies having jurisdiction and in accordance with the plans and as specified herein.

1. National Electrical Manufacturers Association (NEMA) Compliance.

2. National Electric Code (NEC) Compliance.

3. Instrument Society of America (ISA).

4. Institute of General Construction and Electronic Engineers (IEEE).

5. Underwriters' Laboratories, Inc. (UL) Compliance and Labeling. Comply with provisions of UL safety standards pertaining to process controller equipment. Provide products and components which have been UL listed and labeled.

1.5 SUBMITTALS

A. Shop Drawings: Forward any new telemetry system information and auxiliary materials for engineer's review in accordance with General Requirements.

B. As-Built Documentation: Review connection requirements with the telemetry system vendor and produce as built connection schedule for each site.

1.6 TESTING AND TRAINING REQUIREMENTS

A. Job Site Demonstration

1. Following final installation and calibration of the system, the Integrator shall perform a demonstration of system performance. Satisfactory performance shall require the system to perform control functions, monitoring and display functions, alarming, and printout functions for a period of not less than one (1) month of continuous operation. During this demonstration, any system failure or software-related problem shall be corrected and the demonstration resumed. Acceptance of the control system by the Owner shall require that the system operates continuously for a period of one (1) month without non-field or field repairable hardware or software interruption. Substantial completion shall not be awarded until after the Integrator has successfully completed the above required test.

B. System Calibration and Start-up

1. The Integrator shall provide the initial calibration and startup of the control system by providing personnel to perform the following:
   a. Supervise the installation and verify the final connections of all new signal wiring to and from the control system.
   b. Perform all hardware calibration and diagnostic tests, and make all necessary equipment connections.
   c. Perform all configuration system tests, including diagnostics.
   d. Perform the acceptance test as described in the "Job Site Demonstration" section of this specification.
   e. Test the operation of the Communications Control System.

1.7 FUNCTIONAL DESCRIPTION

A. The following set of control descriptions will be incorporated into the relocated Telemetry System by the system integrator. The existing descriptions for the tower will be utilized. The new tower is at the same location hydraulically and will utilize same levels as existing tower. The system integrator shall work with the Village Operator to determine if any change in tower level controls are deemed necessary. The system integrator shall modify this document as required to accommodate actual approved equipment shop drawings if necessary.

PART 2 - PRODUCTS

2.1 MONITORING AND CONTROL SYSTEM

A. Utilize existing telemetry control panel (RTU) in NEMA 12 enclosure to interface to control and monitoring instrumentation on site.

B. Remove and move existing RTU from existing tower to the new tower including all system components.

2.2 OTHER MATERIALS (BY CONTRACTOR)

A. Contractor is responsible for all installation of all equipment that is being relocated, including removal from existing tower, providing new conduit and wire as needed, and installing the RTU and instrumentation; provide all materials required to complete the installation.

B. Provide other materials, not specifically described but required for a complete and proper installation, as selected by the Contractor subject to the approval of the Engineer.

C. Wiring

1. All electrical wiring shall be in accordance with the applicable requirements of the NEC. Wires shall be 600-volt class, PVC insulated stranded copper and shall be of the sizes required for the current to be carried, but not below 12 AWG enclosed in either sheet metal raceway or plastic wiring duct. Wiring for 4 to 20 mA signal circuits shall be twisted shielded pairs not smaller than No. 18 AWG, and be separated at least 6 inches from any power wiring.

2. All interconnecting wires between panel mounted equipment and external equipment shall be terminated at numbered terminal blocks.

3. All panel wiring shall be routed in plastic raceway as manufactured by Carlon or equal.

D. Terminal Blocks

1. Terminal blocks shall be one-piece molded plastic blocks with screw type terminals and barriers rated for 300 volts. Terminals shall be double sided and supplied with removable covers to prevent accidental contact with live circuits. Terminals shall have permanent, legible identification, clearly visible with the protective cover removed.

2. Wires shall be terminated at the terminal blocks with crimp type, pre-insulated, ring-tongue lugs. Lugs shall be of the appropriate size for the terminal block screws and for the number and size of the wires terminated.

3. Terminal blocks shall be Allen-Bradely Bulletin 1492, Style CD-3 or approved equal.

E. Lightning/Surge Protection:

1. General:

a. Lightning/surge protection shall be provided to protect the electronic instrumentation system from induced surges propagating along the signal and power supply lines. The protection systems shall be such that the protective level shall not interfere with normal operation.

2. Signal line:

a. All signal lines shall be protected through the use of UTB protectors. These shall be provided at both ends of the signal lines and as close to the instruments as possible.

2.3 UNINTERRUPTIBLE POWER SUPPLY (UPS)

A. Control Panel shall be protected electrically by an on-line UPS. During normal operation the UPS shall convert line power into clean, regulated, on-line, computer grade power. When line power is unacceptable or gone completely, the UPS shall have battery backup to create pure sine wave power with no interruption to the computer.

2.4 ETHERNET SWITCHES

A. The system integrator shall provide industrial ethernet switch/firewall as manufactured by NTRON or approved equal.

B. Provide switch complete with power supply, ups, and enclosure for wall mounting.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Prior to all work of this section, carefully inspect the existing facilities and installed work of all other trades and verify that all such work is complete to the point where installation may properly commence.

B. The equipment shall be installed in accordance with the system integrator’s instruction and located as shown on the drawings, or as approved by the Engineer. Local General Construction shutoffs for power supplies to equipment shall be provided.

C. Discrepancies:

1. In the event of a discrepancy, immediately notify the Engineer.

2. Do not proceed with installation in areas of discrepancy until all such discrepancies are have been fully resolved.

3.2 SYSTEM INTEGRATOR'S SERVICES

A. The system integrator shall furnish the services of the serviceman, all special tools, calibration equipment and labor required for the following:

1. Checking the installation of all components before power is applied.

2. Placing the software and hardware into operation and making necessary adjustments.

B. Should the equipment fail to operate in accordance with the specifications and manufacturer’s data, corrective measures shall be taken by the System Integrator or the defective equipment shall be removed and replaced with equipment which will satisfy the specified conditions.

C. When all required approvals of this portion of the work have been obtained, and at a time designated by the Owner, thoroughly demonstrate to the Owner’s personnel the operation and maintenance of all items installed under the work of this section.

3.3 INSPECTION

A. Installation: Supervision and assistance to ensure that proper procedures are following during installation of the system.

B. Start-up: Energize and verify correct and satisfactory operation of all components of the system. This operation shall include verification of the accuracy of all inter-equipment wiring.

C. Subsystem Commissioning: Place into operation all component subsystems. This operation shall include loading and placing into operation all software and calibration of all system inputs and outputs. Simulation of system inputs and outputs that are not operational during this subsystem commissioning phase shall be allowed provided that all of these simulated inputs/outputs shall be subsequently verified during the system commissioning operation.

END OF SECTION 269001.01

SECTION 310000 – EARTHWORK

PART 1 - GENERAL

1.1 SUMMARY

A. The Work covered by this Section shall include all excavation, trenching and related work for the construction of the designated structures and pipelines, backfill and other incidental work.

B. The Work covered by this Section consists of:
1. making all necessary excavations for the construction of all Work;
2. preparing subgrade for foundations, slabs, walks, and pavements;
3. doing all pumping, fluming, and dewatering necessary to keep the trenches and other excavation free from water;
4. providing for uninterrupted flow of existing drains and sewers, and the disposal of water from any sources during the progress of the Work;
5. supporting and protecting all trench walls, structures, pipes, conduits, culverts, posts, poles, wires, fences, buildings and other public and private property adjacent to the Work;
6. removing and replacing existing sewers, culverts, pipelines and bulkheads where necessary;
7. removing after completion of the Work all sheeting and shoring or other soil support materials not necessary to support the sides of trenches;
8. removing and disposing all surplus excavated material;
9. doing all backfilling and grading, of compacting backfill to limits specified or ordered by the Engineer;
10. restoring all property damaged as a result of the Work involved in this Contract.

C. The Work includes transporting surplus excavated materials not needed for backfill at the location where the excavation is made, to other parts of the Work where filling is required, and disposal of all types of surplus material off the site.

D. The Work includes low strength mortar backfill material intended for use in backfilling as shown on the Drawings.

E. The Work includes low strength mortar backfill material intended for use in backfilling as shown on the Drawings.

1.2 RELATED DOCUMENTS AND SECTIONS

A. Section 013319 – Field Testing Requirements

B. Section 311100 – Clearing and Grubbing

C. Section 015713 - Temporary Erosion Control

D. Section 030000 - Concrete Work

1.3 DEFINITIONS

A. Backfill: Soil or granular materials used to fill an excavation.
   1. Initial Backfill: Backfill placed beside and over pipe in a trench, not including haunches to support sides of pipe.
   2. Final Backfill: Backfill placed over initial backfill to fill a trench.

B. Borrow: Satisfactory soil imported for use as fill or backfill.

C. 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.

D. Embankment: A structure consisting of soil, granular material, shale, rock, or other approved material, constructed in layers to a predetermined elevation and cross-section.

E. 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.

F. 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.

G. Optimum Moisture: The water content at which the maximum density is produced in a soil by a given compaction effort (ASTM D-698).

H. 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.

I. Pipe Embedment: The material placed in a trench surrounding a pipe or conduit consisting of the foundation, bedding, haunching, and initial backfill.

J. 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.

K. 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.

L. Soil: All earth materials, organic or inorganic, which have resulted from natural processes such as weathering, decay, and chemical reaction.

M. 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.

N. Subgrade: Surface or elevation remaining after completing excavation, or top surface of a fill or backfill immediately below subbase, drainage course, or topsoil materials.

O. Utilities: On-site underground pipes, conduits, ducts, and cables, as well as underground services within buildings.

1.4 SUBMITTALS

A. Comply with all provisions of Section 013323, Shop Drawings and Submittals.

B. Product Data: For the following:
   1. Source-locations of all materials shall be identified to the Engineer.
   2. Source quality laboratory test of all fill materials as required to show compliance with material specifications.

C. Shop Drawings: Submit information for the following items:

   1. Sheeting and bracing
   2. Dewatering system and standby equipment
   3. Excavation procedures

1.5 REFERENCES

A. AASHTO M 43 Standard Specification for Size of Aggregate for Road and Bridge Construction

B. ASTM C-150 Standard Specification for Portland Cement

C. ASTM C-618 Standard Specification for Fly Ash and Raw or Calcined Natural Pozzolan for Use as a Mineral Admixture in Portland Cement Concrete

D. ASTM D-698 Standard Test Methods for Moisture-Density Relations of Soils and Soil-Aggregate Mixtures Using 5.5-lb (2.49-kg) Rammer and 12-in. (305-mm) Drop

E. ASTM D-1586 Standard Method for Penetration Test and Split-Barrel Sampling of Soils

F. ASTM D-2487 Standard Test Method for Classification of Soils for Engineering Purposes

G. ASTM D-4253 Standard Test Method for Maximum Index Density and Unit Weight of Soils Using a Vibratory Table

H. ASTM D-4254 Standard Test Method for Minimum Index Density and Unit Weight of Soils and Calculation of Relative Density

I. State of Ohio - Department of Transportation - Construction and Material Specifications, Item 304, Aggregate Base.

J. State of Ohio - Department of Transportation - Construction and Material Specifications, Material Detail 703.16, Suitable Materials for Embankment Construction.

K. State of Ohio - Department of Transportation - Construction and Material Specifications, Material Detail 703.02.A.2, Fine Aggregate for Portland Cement Concrete

1.6 QUALITY ASSURANCE

A. Comply with all provisions of Section 014323 – Qualifications of Tradesmen.

B. Comply with all provisions of Section 014126 – General Regulations and Permits.

C. Field samples shall comply with Section 013319 – Field Test Reporting and Section 013326 – Product Testing and Certifying.

1.7 PROJECT CONDITIONS

A. Environmental Requirements
   1. All work to be performed in accordance with section 013543 – Environmental Protection

B. Existing Conditions
   1. Existing ground elevations of the site are shown by figures and/or by contours on the Drawings. The contours and elevations of the present ground are believed to be reasonably correct, but do not purport to be absolutely so, and, together with any schedule of quantities, are presented only as an approximation. The Contractor shall satisfy himself, however, by actual examination on the site of the Work, as to the existing elevations and contours, and the amount of work required.

C. Existing Utilities
   1. Do not interrupt utilities serving facilities occupied by Owner or others unless permitted in writing by Engineer and then only after arranging to provide temporary utility services according to requirements indicated.
   2. Notify Engineer not less than two days in advance of proposed utility interruptions.
   3. Do not proceed with utility interruptions without Engineer's written permission.
   4. Contact utility-locator service for area where Project is located before excavating.

1.8 DELIVERY, STORAGE AND HANDLING

A. Deliver products to the site, store and protect under provisions of Section 016600, Product Handling and Protection.

B. Comply with all provisions of Section 013543, Environmental Protection.

1.9 SEQUENCING AND SCHEDULING

A. Refer to 013319 for testing laboratory service scheduling.

1.10 PROHIBITION OF EXPLOSIVES

A. The use of explosives is not permitted.

1.11 FIELD MEASUREMENTS

A. The Contract Drawings may indicate locations where certain utilities, structures or facilities might possibly interfere with the installation of new improvements. The Contractor shall dig such exploratory test pits as may be necessary to determine the exact location and elevation of the indicated subsurface structure and shall make acceptable provision for their protection, support and maintenance in operation. The Engineer shall be provided advance notification when and where excavation for test pits will take place. The Contractor shall provide the Engineer a record of field locations of all listed utilities, structures or facilities a minimum of five (5) days prior to initiating construction of the project. Locations and elevations are to be provided by a Surveyor registered in the State of Ohio.

PART 2 - PRODUCTS

2.1 GRANULAR PIPE EMBEDMENT

A. Crushed gravel or crushed limestone meeting AASHTO M 43 gradation shall be used for bedding, haunching, and initial backfill as shown on the Drawings.

2.2 SAND PIPE EMBEDMENT

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

2.3 ONSITE BACKFILL

A. Excavated soil material, capable of meeting specified compaction, and approved by the Engineer for use as backfill in designated locations.

B. Based upon subsurface investigation, the Owner does not guarantee the onsite soils in its present state consists of the proper moisture content to achieve the specified compaction without drying or adding water.

C. Unsuitable Backfill Material

1. Onsite materials that are unsuitable for backfill, unless otherwise specifically shown in the Drawings, include rock or other materials greater than six (6) inches in their largest dimension, pavement, rubbish, debris, wood, metal, plastic, frozen earth, and the following soils classified per ASTM D-2487:

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

2.4 SPECIAL BACKFILL MATERIAL (ODOT Item 304)

A. Special backfill material shall meet the gradation requirements of ODOT Item 304 and shall consist of crushed gravel or crushed limestone in combination with natural sand or stone. The aggregate shall meet the following gradation requirements:

Sieve	Total Percent Passing
2 inch	100
1 inch	70-100
¾ inch	50-90
No. 4	30-60
No. 30	9-33
No. 200	0-15

2.5 LOW STRENGTH MORTAR BACKFILL

A. Low Strength Mortar shall comply with ODOT Item 613.

B. Submit test data that demonstrates that the proposed mix has a strength of 50 to 100 PSI at 28 days.

C. Each load shall be tested with 3 cylinders for strength test broken at 3, 7, and 28 days until the Engineer is assured that the mix will be between 50 to 100 PSI at 28 days. Thereafter, one set of strength tests shall be taken every 50 CY.

It is intended that the sand be fine enough to stay in suspension in the mixture to the extent required for proper flow. The Engineer reserves the right to reject the sand if a flowable mixture cannot be produced.

D. Mortar Mix Proportioning

1. The initial trial mixture shall be as follows:

Quantity of Dry Materials per Cubic Yard

Cement	100 lbs.
Fly Ash	250 lbs.
Sand (SSD)*	2700 lbs.
Water	500 lbs.

* saturated-surface dry

2. These quantities of materials are expected to yield approximately 1 cubic yard of mortar of the proper consistency. Adjustments of the proportions may be made providing the total absolute volume of the materials is maintained.

PART 3 - EXECUTION

3.1 PROTECTION

A. Excavation; Temporary Sheeting, Shoring, and Bracing

1. All excavation shall be in accordance with the Occupation Safety and Health Administration (OSHA) regulations.
2. The Contractor shall furnish and install adequate sheeting, shoring, and bracing to maintain safe working conditions, and to protect newly built work and all adjacent neighboring structures from damage by settlement.
3. Bracing shall be arranged so as not to place a strain on portions of completed work until construction has proceeded enough to provide ample strength. Sheeting and bracing may be withdrawn and removed at the time of backfilling, but the Contractor shall be responsible for all damage to newly built work and adjacent and neighboring structures.
4. All sheeting shall be removed unless specifically authorized in writing by the Engineer to be left in place.

B. Construction Sheeting Left in Place

1. The Contractor shall furnish, install, and leave in place construction sheeting and bracing when specified or when indicated or shown on the Drawings.
2. Any construction sheeting and bracing which the Contractor has placed to facilitate his work may be ordered in writing by the Engineer to be left in place. The right of the Engineer to order sheeting and bracing left in place shall not be construed as creating an obligation on his part to issue such orders. Failure of the Engineer to order sheeting and bracing left in place shall not relieve the Contractor of his responsibility under this Contract.

C. Field Quality Control

1. Owner or Engineer may check compaction of the backfill at any time.

D. Protection of Existing Utilities

1. Uncover and determine the elevation, size and materials of existing underground utilities along the route of construction, as shown on Drawings or marked at the time of construction by the Utility Owner, at least 200 feet in advance of pipe installation.
2. Adequately support, shore up, or otherwise protect underground utilities whenever exposed in the trench. Extend supports a minimum of 12 inches into undisturbed earth each side of trench. Band or tie utility to bridging for its full length. Where binding cannot be supported by a firm foundation, provide vertical support, including any lateral bracing necessary to provide firm support.
3. Above ground (aerial) utilities, including power, telephone and cable television, shall remain in service at all times. Any anticipated disruption of service shall be with the full knowledge of the Utility Company and required advance notice to affected users. Removal of guy wires and holding of poles shall be done as required to complete the Work, shall be as agreed upon by the Utility Company and Contractor, and shall be at the expense of the Contractor.
4. Arbitrary disruption of underground and aerial utility services will not be permitted.

E. Trench Protection

1. Provide trench protection using a trench box, wood sheeting and bracing, or such other method as determined by Contractor to maintain a stable excavation and comply with applicable Laws and Regulations.
2. For wood sheeting and bracing use sound lumber suitable for the purpose intended, and arrange so as to support the trench walls and existing structures and utilities. Cut off sheeting to be left in place not elss than 18 inches below ground surface.
3. Where necessary to drive sheeting below the pipe bottom, drive sheeting to an elevation as determined by Engineer and leave such sheeting in place from a point 3 feet above the top of the buried utilities.

F. Tank Excavation

1. Prevent displacement or loose soil from falling into foundation excavation; maintain soil stability.

2. Protect bottom of excavations and soil adjacent to and beneath foundation from freezing.

3.2 REPLACING, MOVING AND REPAIRING OF EXISTING UTILITIES

A. The Contractor shall:
   1. replace, move, repair and maintain all utilities and all other structures encountered in the work
   2. coordinate and communicate with applicable utility companies
   3. repair all damage done to any of the said structures and appurtenances through his acts or neglect and shall keep them in repair during the life of this contract. The Contractor shall in all cases leave them in as good condition as they were previous to the commencement of the work and to the satisfaction of the Engineer.

3.3 DEWATERING

A. Drainage and Removal of Water
   1. The Contractor shall dispose of water from the Work in a suitable manner without damage to adjacent property or structures.

   2. The Contractor shall, when ordered by the Engineer, construct tight bulkheads across trench and provide pumps suitable for the removal of any water which may be encountered or which may accumulate in the trenches. Unless otherwise provided for in the Contract Documents, drainage water will not be permitted to flow through the conduit.
   3. The trench shall be kept free from sewage and storm, surface, and subsurface water to at least 2 feet below the bottom of the excavation.
   4. Where open water courses, ditches, or drain pipes are encountered during the progress of the Work, the Contractor shall provide protection and securing of the continuous flow in such courses or drains and shall repair any damage that may be done to them.

3.4 EXCAVATION CLASSIFICATION

A. All excavated materials are unclassified as defined in Article 1.3.

3.5 GENERAL EXCAVATION

A. All necessary excavation for buildings, structures, pavements, and site improvements shall be performed to accommodate the completion of all related Contract Work.

B. The Drawings show the horizontal and the lower limits of structures. The methods and equipment used by the Contractor when approaching the bottom limits of excavation shall be selected to provide a smooth surface and to prevent disturbing the soil below the bottom limits of excavation. All soil loosened during excavation shall be removed from the bottom of the excavation.

C. Conform to elevations and dimensions shown within a tolerance of plus or minus 0.10 feet, and extending a sufficient distance from footings and foundations to permit placing and removal of concrete formwork, installation of services, other construction, and for inspection.

D. Excavation which is carried below the bottom limits of structures shall be classified as Unauthorized Excavation, unless said excavation below bottom limits of structures has been authorized by the Engineer prior to each occurrence.

3.6 TRENCH EXCAVATION

A. Excavation for trenches in which pipelines, sewers, and conduits are to be installed shall provide adequate space for workmen to space and joint pipe properly, but in every case the trench shall be kept to a minimum width. The width of trench shall not exceed the limits shown on the Drawings.

B. Excavation shall be to the depth necessary for placing of granular bedding material under the pipe as shown on the Drawings. If over-excavation occurs, the trench bottom shall be filled to grade with compacted granular bedding material.

C. Trenching operations shall not be performed beyond the distance that will be backfilled and compacted the same day.

D. In general, backfilling shall begin as soon as the conduit is in approved condition to receive it and shall be carried to completion as rapidly as possible. New trenching shall not be started when earlier trenches need backfilling or the surfaces of streets or other areas need to be restored to a safe and proper condition.

E. Remove rock at bottom of excavation to form level bearing.

F. Remove shaled layers to provided sound and unshattered excavation bottom.

G. Necessary bedding and backfill for trenches and other excavations in Rock Excavation shall be provided by Contractor and shall be included in the price for trenching or excavation.

H. Remove excavated material from Site, except under special permission from Engineer.

I. For purpose of protecting the general public, Contractor and Owner, the utmost cooperation will be required between Contractor and all other interested parties. All safety precautions shall be strictly enforced.

3.7 EXCAVATION OF UNSUITABLE MATERIALS

A. Unsuitable materials existing below the Contract bottom limits for excavation shall be removed as directed by the Engineer. Such excavation shall not exceed the vertical and lateral limits as prescribed by the Engineer.

B. In utility trenches, the voids left by removal of unsuitable excavated material shall be filled with AASHTO M 43 No. 1 and No. 2 aggregate conforming to the material requirements of Article 2.1 of this Section.

C. In excavations other than utility trenches, the voids left by removal of unsuitable excavated material shall be filled with material consisting or either: (1) Special Backfill Material; (2) Class B concrete; or (3) Low Strength Mortar Backfill, whichever is ordered by the Engineer.

D. Removal of unsuitable excavated material and its replacement as directed will be paid on basis of Contract Conditions relative to Changes in Work unless specific unit prices have been established for excavation of unsuitable material.

3.8 DISPOSAL OF UNSUITABLE AND SURPLUS MATERIAL

A. It shall be the responsibility of the Contractor to dispose of all surplus material that cannot be used in backfill or embankments at his expense outside the limits of the project. Unsuitable excavated material, including rock or large boulders, shall be disposed of outside the limits of the project.

B. Surplus material may be wasted adjacent to or incorporated in the regular construction only when ordered in writing by the Engineer.

3.9 BACKFILL

A. Pipelines, Sewers and Conduits

1. All pipe shall have bedding extending the width of the trench with depth in conformance with the Drawings. The bedding material shall be thoroughly compacted by tamping until no further densification is possible.
2. Pipe cover material shall be used for filling above the pipe bedding along the sides of the pipe and to a height of twelve (12) inches over the top of the pipe. The pipe cover material shall be brought up evenly on both sides of the pipe to eliminate the possibility of lateral displacement of the pipe and shall be thoroughly compacted by tamping until no further densification is possible. Care shall be taken to spade the aggregate under the pipe haunch below the spring line.
3. All trenches and excavations shall be backfilled immediately after pipe is laid therein, unless otherwise directed by the Engineer.
4. After the pipe cover has been placed and compacted around the pipe as specified above, the remainder of the trench may be backfilled by machine. The backfill material shall be deposited in eight (8) inch horizontal layers, and each layer shall be thoroughly compacted to the specified density by approved methods before a succeeding layer is placed. In no case will backfilling material from a bucket be allowed to fall directly on a pipe and in all cases the bucket must be lowered so that the shock of the falling earth will not cause damage.
5. Puddling of sand bedding and pipe cover material is acceptable provided an acceptable method for removal of water is provided.

B. Structures

1. Backfilling shall not commence before concrete has attained specified strength. Do not use equipment for backfilling and compaction operations against structures that will overload the structure.
2. Backfilling around and over structures shall be carefully placed and tamped with tools of suitable weight to a point one (1) foot above the top of same. Additional backfill may be required to protect the structure from damage from heavy equipment. Backfill shall be placed in uniform layers not exceeding eight (8) inches in depth. Each layer shall be placed, then carefully and uniformly compacted to the specified density so as to eliminate the possibility of displacement of the structure.
3. After the backfill has been placed and compacted around the structure to the height specified above, the remainder may be backfilled by machine. The backfill material shall be deposited in eight (8) inch horizontal layers, and each layer shall be thoroughly compacted to the specified density by approved methods before a succeeding layer is placed. In no case will backfilling material from a bucket be allowed to fall directly on a structure, and in all cases the bucket must be lowered so that the shock of the falling earth will not cause damage.

C. Where any new, proposed, or future pavement, driveway, parking lot, curb, curb and gutter, or walk is to be placed over a backfilled area, Special Backfill material shall be used for any portion of the trench falling within the pavement prism.

D. Where it is necessary to undercut or replace existing utility conduits and/or service lines, the excavation beneath such lines shall be backfilled the entire length with approved Granular Pipe Embedment Material compacted in place in eight (8) inch layers to the required density. The approved Granular Pipe Embedment Material shall extend outward from the spring line of the conduit a distance of two (2) feet on either side and thence downward at its natural slope.

3.10 LOW STRENGTH MORTAR BACKFILL

A. Low strength mortar backfill shall be discharged from the mixer as recommended by the supplier and approved by the Engineer.

B. Low strength mortar backfill may be placed in the trench in as few lifts as may be practical.

C. Secure conduit or pipelines before placing low strength mortar backfill to prevent conduits and pipelines from floating during backfilling.

D. For low strength mortar backfill placed against existing structures of unknown strength, backfill material shall be brought up uniformly in maximum 12 inch lifts and allowed to cure for a minimum of 24 hours or until it can carry a person's weight without leaving imprints before the next lift is placed.

D. Low strength mortar backfill shall be brought up to subgrade elevation or the pavement prism, whichever may be applicable.

3.11 SUBGRADE

A. All soil subgrade shall be prepared in accordance with this subsection.

B. Drainage
   1. The surface of the subgrade shall be maintained in a smooth condition to prevent ponding of water after rains to insure the thorough drainage of the subgrade surface at all times.

C. Unsuitable Subgrade
   1. Where unsuitable subgrade or subgrade not meeting the required bearing capacity is encountered in cuts, due to no fault or neglect of the Contractor, in which satisfactory stability cannot be obtained by moisture control and compaction, the unstable material shall be excavated to the depth required by the Engineer.
   2. Suitable material required for the embankment to replace the undercut will be paid on basis of Contract Conditions relative to changes in Work.
   3. Where soft subgrade in cuts is due to the failure of the Contractor to maintain adequate surface drainage as required in this article, or is due to any other fault or neglect of the Contractor, the unstable condition shall be corrected as outlined above at no expense to the Owner.

D. Full Width New Pavement Construction
   1. After the surface of the subgrade has been shaped to approximate cross section grade, and before any pavement, base or subbase material is placed thereon, the subgrade shall be compacted. When the rolling is completed, all surface irregularities shall be corrected and the surface of the subgrade shall be shaped as necessary to conform to the grade and cross section shown on the Drawings within the tolerance set forth in this Section and shall be so maintained until the overlying course is in place.

3.12 TOLERANCES

A. The Contractor shall check the work under this item with templates, slope boards or other devices satisfactory to the Engineer. The completed work shall conform to the Drawings within the following tolerances:
   1. For subgrade, the surface shall at no place vary more than ½ inch from a ten-foot straight edge applied to the surface parallel to the centerline of the pavement, nor more than ½ inch from subgrade elevation established by construction layout stakes.

3.13 CONSTRUCTION WITH MOISTURE AND DENSITY CONTROL

A. All backfill and embankments, except rock embankments, shall be constructed using moisture and density control. All subgrade, except rock and shale in cut sections, shall be constructed using moisture and density control.

B. Backfill, embankment and subgrade material which does not contain sufficient moisture to be compacted in accordance with the requirements of Article 3.17 of this

Section shall be sprinkled with water as directed by the Engineer to bring the moisture content to within the range of optimum plus or minus three (3) percent. Water shall be thoroughly incorporated into the material by means of discs or other approved equipment.

C. Backfill, embankment and subgrade material containing excess moisture shall be dried, prior to installation, to a moisture content not greater than three (3) percentage points above optimum, except that for material within the moisture content range specified herein that displays pronounced elasticity or deformation under the action of loaded construction equipment, the moisture content shall be reduced to optimum or below if necessary to secure stability. For subgrade material, these requirements for maximum moisture shall apply at the time of compaction of the subgrade and also at the time of placing pavement or subbase. Drying of wet soil shall be expedited by the use of plows, discs, or by other approved methods when so ordered by the Engineer.

3.14 PROOF ROLLING

A. Proof rolling shall be performed on areas described on the Drawings or as directed by the Engineer, and shall include proposed Tank Site Driveways, Parking Areas and existing tank site following demolition.

B. Proof rolling equipment shall consist of a single unit, tandem axle dump truck capable of being loaded to 30,000 pound axle load with a gross vehicle weight of 60,000 pounds. Tire pressure shall be maintained at 90 psi. Loading shall be verified by a certified weight slip.

C. Procedure

1. The designated areas of subgrade, prior to the placing of the overlying course, shall be compacted to requirement of this Section. The Contractor shall be responsible for performing a minimum of two (2) proof rollings of the subgrade, as directed by the Engineer, prior to paving. The first proof rolling shall be performed after the installation of underground improvements and rough grading has been completed. After fine grading and just prior to paving, the subgrade shall be proof rolled again. The proof roller shall operate in a systematic manner so that the number of coverages over all areas can be readily determined and recorded. Maximum spacing shall not exceed six (6) feet.
2. Moisture content of the subgrade at the time of proof rolling shall conform to the requirements of this Section.
3. The equipment shall be operated at the speed directed, but in no case shall the speed exceed five (5) miles per hour, and the normal operating speed shall not be less than two (2) miles per hour.
4. Where the operation of the proof roller shows the subgrade to be unstable or to have non-uniform stability, the Contractor shall correct the unstable areas so that the stability of the subgrade will be uniform and satisfactory. The subgrade shall then be checked for conformance to the plan lines and any irregularities of the surface caused by operation of the proof roller shall be

corrected and the subgrade shall be shaped to the plan lines within the tolerances specified in this Section.

5. The proof roll is a subjective test and does not relieve the Contractor of his responsibility under the Contract to provide an acceptable subgrade.
6. If the subgrade fails due to the Contractor using it as a haul road or due to his negligence, the subgrade shall be repaired, retested, and proof rolled again at no additional cost to the Owner.

3.15 COMPACTION REQUIREMENTS

A. The bottom of excavations upon which concrete foundations or structures are to be placed shall be compacted so as to obtain 100% of maximum dry density per ASTM D-698 in the top twelve (12) inches.

B. The top twelve (12) inches of stripped original subgrade and final subgrade shall be compacted to not less than 100% of maximum dry density per ASTM D-698.
   1. Subgrade under new, proposed, or future pavement shall be compacted 18 inches beyond the edge of pavement, paved shoulders or paved medians.

C. Compaction of subgrade for sidewalks (regardless of paving material) shall be 100% of maximum dry density per ASTM D-698 in the top six (6) inches.

D. Compaction of non-paved areas shall be 90% of maximum dry density per ASTM D-698.

E. Aggregate pipe embedment and aggregate backfill around structures shall be compacted to not less than 100% of maximum dry density per ASTM D-4253 and ASTM D-4254.

F. Final backfill shall be compacted to not less than 100% of maximum dry density per ASTM D-698.

G. Fill placed within the interior of structures shall be compacted to not less than 100% of maximum dry density per ASTM D-698.

H. Embankment shall be placed and compacted in layers until the density is not less than the percentage of maximum dry density indicated in the following table determined by ASTM D-698.

EMBANKMENT SOIL COMPACTION REQUIREMENTS

I. Test Sections
   1. If it is determined by the Engineer that the composition of the material is such that it cannot be tested for density using a nuclear densometer or other methods; or where, in the opinion of the Engineer, in-place compaction testing is not feasible; and if approved by the Engineer, the Contractor may construct a test section to demonstrate acceptable compactive effort in lieu of in-place compaction testing. Test sections shall be constructed at no additional cost to the Owner.

2. The test section shall be completed by repeatedly compacting the material until no further density is achieved. This value shall be the Minimum Test Section Density (MTSD). The compaction equipment used to complete the test section shall be of suitable size to compact the material and shall be the same equipment used to compact the in-place material.
3. The test section shall be constructed with moisture density control as specified in this Section.
4. The material shall be compacted to at least 98% of the MTSD.
5. Each lift of in-place fill or backfill shall be densified using a compactive effort equal to or greater than the effort applied to achieve the MTSD; i.e., if six passes were required to achieve MTSD, then each lift of material shall be compacted using six or more passes.
6. Construct a new test section when, in the opinion of the Engineer, the fill or backfill material has changed character or when the supporting material has changed character.

3.16 GRADING

A. Uniformly grade areas to a smooth surface, free of irregular surface changes. Comply with compaction requirements and grade to cross sections, lines, and elevations indicated.
   1. Provide a smooth transition between adjacent existing grades and new grades.
   2. Cut out soft spots, fill low spots, and trim high spots to comply with required surface tolerances.

B. Site Grading
   1. Slope grades to direct water away from buildings and to prevent ponding. Finish subgrades to required elevations within the following tolerances:
      a. Lawn or unpaved areas shall be graded to plus or minus 1 inch.
      b. Walks shall be graded to plus or minus 1 inch.

C. Grading inside Building Lines
   1. Finish subgrade to a tolerance of 1/2 inch when tested with a 10-foot straightedge.

END OF SECTION 310000

SECTION 311100 – CLEARING AND GRUBBING

PART 1 - GENERAL

1.1 SECTION INCLUDES

A. Removal of surface debris.
B. Removal of trees, shrubs, and other plant life.
C. Topsoil excavation.

1.2 RELATED SECTIONS

A. Specifications sections related to this section include, but are not necessarily limited to, General Conditions, Supplementary Conditions, Division 1 and all other applicable sections in this manual.

1.3 REGULATORY REQUIREMENTS

A. Conform to all applicable and local codes for environmental requirements, disposal of debris, burning debris on site, use of herbicides, and other applicable items.
B. Coordinate clearing work with utility companies.
C. Work shall conform to the requirements of ODOT-CMS Item 201 Clearing and Grubbing.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Herbicide, if required shall conform to applicable and local codes per environmental requirements

PART 3 - EXECUTION

3.1 PREPARATION

A. Verify that existing plant life designated to remain is tagged or identified.

B. Identify a waste area and/or salvage area for placing removed materials.

3.2 PROTECTION

A. Locate, identify, and protect utilities that remain, from damage.

B. Protect trees, plant growth, and features designated to remain, as final landscaping.

C. Do not disturb any area that is not necessary for completion of this project. Disturbance shall be in accordance with projects Storm Water Pollution Prevention Plan.

D. Protect benchmarks, survey control points, and existing structures from damage or displacement. Wetlands areas are not to be disturbed.

3.3 CLEARING

A. Clear areas required for access to site and execution of Work.

B. Remove trees and shrubs within marked areas or as indicated. Remove stumps, main root ball, root system for complete removal of surface rock and other as indicated on drawings.

C. Clear undergrowth and deadwood, without disturbing subsoil.

D. Apply herbicide to remaining stumps to inhibit growth.

3.4 REMOVAL

A. Remove debris, rock, and extracted plant life from site.

3.5 TOPSOIL EXCAVATION

A. Excavate topsoil from areas to be further excavated, re-landscaped, or re-graded, marked areas, entire site, without mixing with foreign materials.

B. Do not excavate wet topsoil.

C. Stockpile in area designated on site to depth not exceeding 8 feet and protect from erosion.

D. Install perimeter silt fence around stockpile area to prevent erosion and sediment transport from occurring.

E. Stockpiled topsoil shall be used for final grading around proposed improvements.

END OF SECTION 311100

SECTION 312323.13 – COMPACTED BACKFILL

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 DESCRIPTION OF WORK

A. The Contractor shall furnish, place and compact all the materials needed from select excavated materials or furnish additional suitable material if the excavated material is deemed unsuitable or the moisture content is not or can not be made to be within acceptable tolerances of optimum moisture to achieve the specified compaction.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Suitable excavated material as specified in ODOT Item 203.

PART 3 - EXECUTION

3.1 PLACING

A. Compacted backfill shall be properly placed in layers sufficient to meet the compaction requirement of 95% of maximum laboratory dry density per ASTM D 698 throughout the entire layer and thoroughly compacted with mechanical compaction equipment with moisture adjustment as needed. Should after settlement occur, the Contractor must add and compact additional material, and he must maintain the backfill at the required finished grade or sub-grade until the project is satisfactorily completed and during the correction period.

B. Approved mechanical compaction equipment shall be used for tamping backfill. Flooding, jetting or puddling of backfill will not be permitted.

END OF SECTION 312323.13

SECTION 312323.14 – COMPACTED GRANULAR BACKFILL

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 DESCRIPTION OF WORK

A. The Contractor shall furnish, place and compact all the materials needed.

PART 2 - PRODUCTS

2.1 MATERIAL

A. Aggregate shall be ODOT 304 crushed limestone. Crushed gravel or slag products are unacceptable.

B. Contractor shall submit current test reports for the lot(s) of the material to be supplied.

PART 3 - EXECUTION

3.1 PLACING AND COMPACTING

A. Compacted granular backfill shall be properly placed in layers sufficient to meet the compaction requirement of 100% of maximum laboratory dry density per ASTM D 698 throughout the entire layer and thoroughly compacted with mechanical compaction equipment with moisture adjustment as needed. Should after settlement occur, the Contractor must add and compact additional material, and he must maintain the backfill at the required finished grade or sub-grade until the project is satisfactorily completed and during the correction period.

B. Approved mechanical compaction equipment shall be used for tamping backfill. Flooding, jetting or puddling of backfill will not be permitted.

END OF SECTION 312323.14

SECTION 312323.33 - LOW STRENGTH MORTAR BACKFILL MATERIAL

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 DESCRIPTION OF WORK

A. This work shall consist of the placement of a flowable low strength mortar for backfilling conduits or at other locations as shown on the plans or as specified. The work shall be in accordance with ODOT Item 603 and 499 unless otherwise specified.

1.3 QUALITY ASSURANCE

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

1.4 SUBMITTALS

A. Product Data: Submit manufacturer's technical data and application instructions.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Cement

1. ODOT 701.01 or ODOT 701.04.

B. Fly Ash

1. Fly Ash shall come from a source approved by the Engineer.

C. Fine Aggregate

1. Fine Aggregate shall be natural sand consisting of mineral aggregate particles. The gradation of the sand shall be as follows:

Sieve Size	Percent Passing
3/4"	100
200	0 - 10

2. It is intended that the sand be fine enough to stay in suspension in the mixture to the extent required for proper flow. The Engineer reserves the right to reject the sand if a flowable mixture cannot be produced.

2.2 MORTAR MIX PROPORTIONING

A. The initial trial mixture shall be as follows:

Quantity of Dry Materials per Cubic Yard

Cement	100 lbs.
Fly Ash	250 lbs.
Sand (SSD)*	2700 lbs.
Water	500 lbs.

* saturated-surface dry

B. These quantities of materials are expected to yield approximately l cubic yard of mortar of the proper consistency. Adjustments of the proportions may be made providing the total absolute volume of the materials is maintained.

PART 3 - EXECUTION

3.1 TRIAL BATCH

A. To expedite consolidation of the mortar, it will be necessary for bleed water to appear on the surface immediately after the mortar is struck off.

A delay in bleeding indicates there are too many fines in the mixture, so the fly ash quantity shall be reduced in increments of 50 lbs. until mixture is bleeding freely. Approximately 60 lbs. of sand shall be added to replace each 50 lbs. of fly ash to maintain the original yield.

B. Fluidity of the mortar mixture shall be measured by the Corps. of Engineers' Flow Cone Method according to CRD-C611. Prior to filling the flow cone with mortar, the mixture shall be passed through a 1/4-inch screen. Time of efflux shall be approximately 12 seconds.

C. Prior to the first placement, the Contractor shall make one or more trial batches of mortar of the size to be hauled to job site and shall cast one or more test samples equivalent to the approximate dimensions of the trench to be backfilled (either in a form or trench). Amount of bleeding, settlement rate and time required to support pavement replacement shall be determined from these full-size tests. The Contractor shall furnish the required materials and samples.

3.2 MIXING EQUIPMENT

A. Sufficient mixing capacity of mixers shall be provided to permit the mortar to be placed without interruption.

3.3 PLACING MORTAR

A. Flowable mortar shall be discharged from the mixer by any reasonable means into the space to be filled. The fill material shall be brought up uniformly to the fill line shown on the plans or as directed by the Engineer.

END OF SECTION 312323.33

SECTION 312333 - UNDERGROUND CONDUIT INSTALLATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. The Construction Drawings and General Provisions of this Contract including the General and Supplementary Conditions, Specific Project Requirements, Proposal, and all referenced standard specifications apply to work defined in this section.

1.2 DESCRIPTION

A. This work shall consist of the construction or reconstruction of underground pipe conduits in accordance with these specifications and in reasonable close conformance to the lines and grades shown on the detailed plans or as otherwise established by the Engineer.

B. This work shall include excavating for the conduit, fittings, and appurtenances; clearing and grubbing and removal of all materials necessary for placement of the conduit except any items paid for separately; furnishing and placing bedding and backfill as required; constructing and subsequently removing all necessary cofferdams, cribs and sheeting; pumping and dewatering; making all conduit joints as required; installing all necessary conduit; joining to existing and proposed appurtenances as required; performing leakage tests as required; restoration of all disturbed facilities and surfaces. The work shall also include the maintenance of existing flow and service to facilities being modified. Procedures for such maintenance shall be as approved by the Engineer prior to any work commencing.

PART 2 - MATERIALS

2.1 CONDUIT

A. All conduit utilized shall be of one type and size specified in the proposal meeting the requirements of the detailed material specification.

B. Shop drawings, catalog cuts, and test certifications may be required by the Engineer for all conduit, fittings, and appurtenances.

C. Aggregate for the bedding and backfill shall conform to the requirements of the plan detail or as modified in writing by the Engineer. All aggregates shall conform to ODOT 703 for soundness and gradation.

D. All other materials utilized as part of this work shall meet their respective ASTM requirements.

PART 3 - EXECUTION

3.1 REMOVAL OF STRUCTURES AND OBSTRUCTIONS

A. Pavement, Sidewalks, and Curbing

1. 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.
2. For non-reinforced concrete, the saw cut shall be completely through concrete.
3. For reinforced concrete, the saw cut shall be completely through the steel and concrete.
4. If the concrete is coated with a bituminous surface or other material, the saw cut shall be as specified above.

B. Manholes, Catch Basins, and Inlets

1. Existing drainage structures and sanitary manholes designated by the Engineer to be removed shall be completely removed.
2. Manholes designated to be abandoned shall be removed to an elevation of at least 3 ft. below the finished subgrade or ground surface. The remaining void shall be filled with backfill material in accordance with Section 312323.13 - Compacted Backfill.
3. Live sewers connected to structures removed or abandoned shall be rebuilt through the area with new conduit. Sewer flow shall be maintained between removal and replacement operations. Abandoned sewers shall be sealed and made watertight with approved precast stoppers or masonry bulkheads.
4. All castings salvaged from abandoned or removed structures shall remain the property of the Owner and shall be cleaned and transported by the Contractor to a nearby site designated by the Owner or incorporated in the work where called for on the drawings.

C. Guardrail and Fence

1. Where necessary, existing guardrail and fence shall be carefully dismantled and stored for reuse or for salvage by the Owner.
2. Posts and other materials not considered salvageable by the Engineer shall be disposed of by the Contractor.
3. 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.

3.2 METHOD OF EXCAVATION

A. All excavation shall be in open cut unless otherwise permitted by the Engineer. Loosening of material by blasting will not be permitted without written authorization by the Owner specifying both the extent and location of the blasting to be done. If permission is granted the Contractor shall submit in writing his means and methods of blasting to the Owner for approval. Blasting shall not begin until the Owner issues written approval of the means and method of blasting.

B. Excavation shall be made to undisturbed finish subgrade to the depth below the bottom of the conduit or structure as shown on the Contract Drawings details.

C. Trenches shall be excavated with vertical sides from the bottom of the trench to one (1') foot above the top of the conduit from which point sides may slope to ground surface, except that, in streets or roadways, trenches shall be excavated with near vertical sides to the top of the trench. Width of trench in the vertical section shall be excavated only as

wide as necessary to accommodate a safety box and to provide free working space on each side of the conduit or structure according to the size of the conduit or structure and the character of the ground. In every case there shall be sufficient space between the conduit or structure and the sides of the trench to make it possible to thoroughly ram the bedding around the conduit or structure and to secure tight conduit joints, but in no case more than twelve inches on either side of conduit. In no case, however, shall the width of the trench at the top of the conduit exceed the dimensions as shown on the contract drawings. In no case will it be permitted to excavate conduit trenches with sides sloping to the bottom.

D. The trench bottom shall be firm and uniform for its full length. Should unstable material be encountered below plan subgrade, it shall be removed to a depth directed by the Engineer. Replacement of the additional excavation shall be with the specified bedding material or as otherwise directed by the Engineer.

E. In the case the flow line is changed not to exceed one (l) foot or it becomes necessary to remove unstable material in an amount not to exceed one (l) foot, the same shall be done at one contract bid price or amount. When the flow line is lowered more than (1 foot) or if it becomes necessary to remove more than (1 foot) of unsuitable material below the bottom of the trench, compensation will be provide therefore in a supplemental agreement for the excavation and backfill beyond (1 foot).

3.3 UNAUTHORIZED EXCAVATIONS

A. All excavations carried outside of the lines and grades given or specified, together with the disposal of such material, and all excavations and other work resulting from slides, cave-ins, swellings or upheavals shall be at the Contractor's own cost and expense. All spaces resulting from unauthorized excavations or from slides or cave-ins shall be refilled at the Contractor's expense with suitable material as specified in ODOT Item 203, "Roadway Excavation and Embankment" or Section 312323.13, "Compacted Backfill" in designated areas shown on the contract drawings or specified under this Section. Compaction requirements shall be in accordance with these specifications.

3.4 SHEETING AND SHORING

A. The Contractor shall be responsible for supporting and maintaining all excavations required even to the extent of sheeting or shoring the sides and ends of excavations with timber or other satisfactory supports. If the sheeting, braces, shores, stringers, waling timbers, or other supports are not properly placed or are insufficient, the Contractor shall provide additional or stronger supports. The requirements of sheeting or shoring or of the addition of supports shall not relieve the Contractor of his responsibility for their sufficiency. All trench protection and sheeting and shoring must conform to the regulations of both the Ohio State Industrial Commission (OSIC) and the Federal Occupational Safety and Health Act (OSHA) and will be subject to their respective inspections. All orders of OSIC and OSHA representatives must be complied with by the Contractor.

B. All sheeting and shoring shall be removed where and when required and, upon its removal, all voids filled. If any sheeting or shoring is ordered to be left in place, it shall be cut-off as directed. In compensation for the sheeting and shoring left in place, if any, shall be by prior written change order.

3.5 REMOVAL OF WATER

A. All conduit shall be installed in a dry and stable trench. The Contractor may pump or otherwise remove any water, sewage, or other liquid that may be found or may accumulate in the trench.

B. If, in the opinion of the Contractor, dewatering pumps and equipment are required to maintain a dry and stable trench, suitably sized pumps shall be provided to meet the requirements. The manner and spacing of well points shall be at the Contractor's discretion.

C. Excess water shall not be considered reason for undercut of trench bottom.

D. The Contractor shall maintain the pumps for the duration of their need including a satisfactory discharge outlet. Power for the pumps shall be electric unless otherwise approved by the Engineer. Noise abatement may be required for any on-site generators in residential areas.

3.6 BEDDING FOR LAYING CONDUIT

A. Bedding shall conform to the requirements of the plan detail unless otherwise modified by the Engineer.

B. All granular bedding material shall be compacted to 95 percent of maximum laboratory dry density.

C. All pipe bedding shall be of the gradation(s) specified and be limestone. Slag may not be used and gravel may be used with permission of the Engineer.

3.7 LAYING CONDUIT

A. Except as otherwise permitted by the Engineer, all conduit shall be laid starting at the outlet end. Pressure conduits may be laid from either direction however the joints shall be such that the bell is upgrade or toward normal pressure.

B. Line and grade for gravity conduits shall be established by the use of sufficient means to maintain acceptable installation tolerances and allow for reasonable checking observation by the Engineer.

C. Line and grade shall be established and maintained over a length of fifty (50) feet minimum. Cut sheets establishing grade at fifty (50) foot intervals shall be provided to the Engineer prior to beginning work.

D. The Contractor shall provide sufficient equipment and workers to safely handle and lay all conduit included as part of this work. All storage of materials shall be in a manner as to avoid damage to either surface prior to placement.

E. The Contractor shall inspect each piece of conduit prior to placement in the trench and any unsatisfactory conduit shall be rejected.

F. Conduit shall not be laid in water, mud, or any otherwise unsuitable trench. The conduit shall not be pushed into or allowed to fall to the bottom of the trench. Handling of the conduit shall be in conformance to the manufacturer’s recommendations.

G. The conduit shall be kept clean and any open ends of installed conduit shall be closed when work is not in progress.

H. Jointing of the conduit shall be in accordance to the requirements of the manufacturers and as required by the specification material type. Any deviation from these acceptable methods requires approval of the Engineer.

I. Testing of joints, where required, shall be done in accordance with the Specification for Testing. Should any section fail to meet test requirements, the Contractor shall make suitable corrections, at their cost, until the requirements are met.

3.8 SERVICE CONNECTIONS

A. In general, and as called for on the drawings, as required or as ordered, provision shall be made in the sewers for service connections by inserting a wye branch for each service connection with a branch size called for by the contract drawings but never less than six (6) inch, in the sewer at location shown, where required or ordered, for sewers to ten (10) feet in depth. For sewers exceeding ten (10) feet in depth, or indicated on the plans, the Contractor shall construct a riser, as per detail, in such manner, that the top of the riser shall be not less than seven (7) feet below grade or at such elevation as to properly receive the required service connection, with full regard to elevation of service sewer and slope from building or structure to the sewer which shall not be less than one percent (1%). Risers are to be encased in sonotube filled with No. 57 Limestone as shown on the contract drawings.

B. The location of service connections is shown in a general way on the contract drawings. The Owner may also increase the number of connections or delete some connections as the sewer is being built, or increase the size of connections when it deems such advisable.

3.9 FINAL BACKFILL

A. Final backfill shall be installed from the top of the Pipe Embedment to the final grade. Final backfill of all conduit trenches shall conform to the requirements of the plans and details, Section 312323.13 "Compacted Backfill", and Section 312323.14 "Compacted Granular Backfill". All final backfill under existing or proposed pavement or structures or within the 1:1 zone of influence of existing or proposed pavement or structures shall be “Compacted Granular Backfill”. All final backfill not under existing or proposed pavement or structures or within the 1:1 zone of influence of proposed pavement or structures shall be “Compacted Backfill”.

B. Unless otherwise directed, all forms, bracing and lumber shall be removed during backfilling and the cavities and voids resulting from the removal shall be backfilled and compacted to 100% of Standard Proctor.

C. The Contractor must use special care in placing backfill so as to avoid injuring or moving the conduit or structure when compacting the backfill.

D. In areas used for temporary maintenance of traffic the top layer of final backfill from the elevation of the existing subbase base interface to the existing or proposed surface(s), shall be ODOT Item 304 Aggregate Base to provide a temporary surface traffic course.

E. Should after settlement occur, the Contractor must add and compact additional material.

F. Machine mounted mechanical tamper shall be used for backfill compaction. Flooding, jetting or puddling of backfill will not be permitted.

G. Excavated material in excess of that needed for backfilling and all unsuitable material shall be disposed of by the Contractor at his own expense and the cost of such disposal shall be included in the unit or lump sum prices bid.

3.10 TESTING AND ACCEPTANCE

A. Prior to final acceptance of the conduit or the placing of the conduit into service, testing and/or televising may be required.

B. For all sanitary, water, or other pressured conduits, pressure testing shall be required in accordance to the specifications contained herein. Televising shall be required for all sanitary sewer and may be required for storm sewers as outlined or required by plan note.

C. Final television inspection of conduit shall be performed by an experienced company and in a format satisfactory to the Owner. Televising shall be done in the presence of the Engineer unless so waived. The Engineer shall be provided with unedited video tapes and two (2) copies of the video log.

D. Televising shall not be done until all known repairs are completed and the line has been suitably flushed.

3.11 SITE RESTORATION

A. Restoration of the disturbed project area shall begin immediately after backfilling has been completed. All excess material, debris, and excavation shall be disposed of by the Contractor.

B. Restoration of paved surfaces and of seeded areas shall be done as soon as conditions permit. The manner in which this work shall be done is defined in other specifications or the contract plans.

C. While payment for site restoration may be included in other items, final acceptance of the underground conduit shall not occur until all work is complete. Where no separate pay items exist for restoration work, the Engineer may determine an appropriate value for this work to be retained until its completion.

END OF SECTION 312333

SECTION 320190.33 – TREE AND SHRUB PRESERVATION

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. Furnish all labor, equipment and incidentals required to protect existing vegetation areas not to be disturbed.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Marking Tape

1. Red and yellow nylon or approved equal.

B. Fencing or other protective devices as approved by Engineer.

PART 3 - EXECUTION

3.1 PROTECTION

A. Marking and Identification

1. The extent of the area to be cleared and grubbed will be marked in the field by stakes and red fiberglass or nylon tape. Individual trees or shrubs to be removed from a location where most of the vegetation is to remain will also be marked by red tape. Any vegetation to remain within a larger area identified to be cleared and grubbed will be marked by yellow tape.

3.2 PROTECTION AND CARE OF TREES AND SHRUBS

A. Protect all other trees and shrubs from defacement, injury and destruction. Preserve trees within the right-of-way or construction area that are so delineated on the Drawings or are marked in the field.

B. During work operations, protect the trunk, foliage, and root system of all trees to be saved with boards or other guards placed as required to prevent damage, injury and defacement. Do not pile excavated material adjacent to the base of any trees. Do not allow runoff to accumulate around bases of trees. Do not fasten or attach ropes, cable or guy wires to trees without permission of the Engineer. Provide climbing ropes during trimming.

C. All such trees, shrubs, and plants shall be carefully trimmed and protected from scarring, barking, or other injury during construction operations. All cuts and scars on trees shall be painted and treated with an approved wound dressing especially prepared for tree surgery, as directed by the Engineer.

3.3 TREE PRUNING

A. Pruning Existing Trees

1. Contractor shall prune all existing trees tagged or designated by the Engineer to remain.
2. Remove all dead, damaged and diseased wood completely. Do not leave stubs as it is unsightly and provides an entry point for disease spores. Also, remove crossed, girdling, or misplaced branches with care not to spoil the natural habit of the tree or shrub. The branch should always be removed flush with the trunk or parent branch while exposing the smallest area of cut surface possible without leaving an unnecessary stub.
3. Use the undercut method for the removal of all branches greater than 1/2". If necessary, cut a long, heavy branch into several convenient, manageable lengths to reduce the weight in easy stages. The undercut prevents any possible tearing of the bark below the branch. All wounds shall be carefully pared over with a sharp knife and covered with wound paint, approved by the Engineer, within 24 hours.
4. Trees and shrubs shall also be pruned in order to restore typical branching habits for that particular species, by trained and experience personnel.
5. Prune existing mature trees in late autumn or early winter, particularly for those trees that produce large quantities of sap.

3.4 DISPOSAL OF MATERIALS

A. All tree trunks, limbs, roots, stumps, brush, foliage and other vegetation shall become the property of the Contractor and shall be removed and disposed of by him off the project site in a manner complying with applicable local, State and Federal regulations. No burning will be allowed.

END OF SECTION 320190.33

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 321216 - ASPHALT CONCRETE PAVING AND MATERIALS

SECTION 1 - MATERIALS

1.1 The asphalt concrete mixture and installation thereof shall meet Ohio Department of Transportation (ODOT) Specifications except as modified in these specifications.

1.2 In the ODOT Specifications substitute "Engineer" for "Department" (except as stated below in reference to ODOT 403 for Department VA testing and acceptance).

1.3 No steel slag shall be used as coarse or fine aggregate for any asphalt concrete.

1.4 All asphalt cement utilized on this project shall meet AASHTO Provisional Standard MP1 or any superseding AASHTO specification for performance graded asphalt cement binder in conformance with PG 64-22.

1.5 Except where designated otherwise in the plans or specifications all asphalt concrete mixes shall be designed for medium traffic volumes. Where light or heavy traffic pavements are designated in the plan, the contractor shall use an asphalt concrete mix designed for such traffic conditions.

1.6 Acceptance of the mixture will be based upon the certification that the mixture was produced according to the approved JMF within the production control and composition tolerances of the specifications. The Contractor shall hire and pay for an independent testing lab approved by the Engineer to perform all sampling, testing, monitoring, analysis and certification required by the Laboratory, Monitoring Team or Department in ODOT 403 and 441. All work by the independent laboratory shall be performed by personnel with ODOT Level II Bituminous Concrete certification.

1.7 ODOT 401.20 - "Asphalt Binder Price Adjustment" shall not apply to this contract.

1.8 Monument box and valve box risers shall be East Jordan Iron Works No. 8626, No. 8631, or approved equal. The Contractor shall follow the manufacturer's recommended installation procedure. New manhole frames and grate or frame and cover shall be EJIW 1710.

1.9 Brick used for manhole, catch basin, or inlet basin castings adjusted to grade under ODOT 611.10 Method D.1. shall be red shale or clay sewer brick meeting the requirements of ASTM C32 sewer brick, grade SM.

1.10 Risers used for manhole castings adjusted to grade under ODOT 611.10 Method D.2. shall be manufactured by Manhole Systems, Model MS-101TB, or approved equal.

1.11 All inlets and manholes shall be adjusted to grade after installation of the intermediate course(s), if any and prior to installation of the surface course.

1.12 All materials delivered to this project must have been weighed on a platform scale with electronic imprinter to show gross, tare, and net weights. No payment will be made for materials which are not correctly weighed as necessary. Material weight shall not exceed the current legal allowable limit.

1.13 Unless specified elsewhere in the specifications, material for berms shall be limestone only. Recycled concrete and asphalt concrete will not be permitted.

SECTION 2 - PAVING EQUIPMENT

2.1 All spreading equipment shall be self propelled. The Contractor shall identify the make and model of the paving machine that will be used for the intermediate and surface courses for approval prior to the pre-construction meeting.

2.2 All equipment, tools, and machines used in the performance of this work shall be maintained in satisfactory working order at all times. The Contractor shall be prepared to furnish proof of certification that all equipment to be used on the project has been calibrated within the past six (6) months.

SECTION 3 - GENERAL - PAVING

3.1 All paving shall be done on a single-lane basis.

3.2 If traffic loop detectors are encountered and broken, the Contractor is to repair as per local specifications. The cost for this work will be paid under the loop detector replacement bid item, if any; at negotiated unit prices; or by time and materials as directed by the Engineer.

3.3 Tack Coat, Item 407, shall be applied at the rate of from 0.05 to 0.15 gallons per square yard as appropriate for the surface conditions with sand cover if required.

3.4 Asphalt driveway aprons shall be matched to new pavement with 24" transition sections or as shown on the drawings or required by the Engineer. The Contractor shall install apron wedge as required in the detailed drawings.

3.5 Unless otherwise shown on the drawings, jointing of new to existing pavement shall be by milled butt joints six (6) feet in width (or as shown on the plans) from edge of pavement to edge of pavement. Depth of this milled area shall equal the total of subsequent intermediate course and surface course as specified.

3.6 One (1) copy of each hauled/weighed material truck load ticket (plant ticket) for materials incorporated in this project shall be provided to the project representative daily. All bulk materials delivered to this project must have been weighed on a platform scale with electronic imprinter to show gross, tar and net weights. No payment will be made for materials which are not correctly weighed as necessary. Material weight shall not exceed the current legal allowable limit. If a partial load is used, the Contractor's foreman and the project representative shall confer and come to an agreement as to what portion of the

product was used. The percent of material of this load, as reported by the project representative, is what shall be recorded as utilized.

3.7 For variable depth courses where tonnage tickets are used for determining quantities for payment, the conversion to cubic yards shall be number of tons verified and approved by the Engineer divided by 2.00 regardless of the actual density of the mix.

3.8 Positive drainage is to exist subsequent to the completion of the surface course. The Contractor shall take any necessary measures to assure positive drainage of the surface course. It shall be the responsibility of the Contractor to repair any low/puddled areas at his own cost by milling out the affected areas to a minimum depth equal to the nominal depth of the course being repaired and replacing with the specified asphalt concrete to grades that will correct the drainage problem.

3.9 Surface tolerances for all completed surface courses shall be as noted in ODOT 401.19. This tolerance shall apply regardless of whether or not an intermediate course is installed.

3.10 At the direction of the Engineer, periodic weight checks of asphalt concrete in loaded trucks shall be made by the Contractor and verified by the Engineer.

3.11 All quality control testing data performed on material incorporated into this project shall be forwarded to the Engineer for review as soon as it is available.

3.12 Quantity verification (but not necessarily payment quantity) for all asphalt concrete incorporated into the work shall be by weight tickets as produced by the plant or supplier or other means approved by the Engineer. Tack coat shall be verified by a ticket filled out and signed by the Contractor's tack truck driver based on weights taken or observations of level indicators. All verification tickets are required to be submitted to the Engineer on the day the material is incorporated into the work; however, the Engineer may, at his sole discretion, accept verification tickets for any items up to seven (7) calendar days subsequent to the work being performed. **After that date additional verification tickets for material will not be accepted for consideration of payment.**

3.13 No work is to be performed without the presence of the Engineer or his designated Project Representative. Forty-eight (48) hour advance notice of work shall be given to the Engineer and Owner by the Contractor.

3.14 All edges of surface courses abutting curbs or other appurtenances shall be sealed with hot AC-20.

3.15 The asphalt concrete, intermediate or surface course work will conform to ODOT Items 448-1 – Intermediate and Surfaces Courses and 448-2 – Intermediate Course. The paving foreman, at the Engineer's request, will be required to correctly calculate the asphalt concrete "yield." "Yield" is defined as the rate of material used, in cubic yards, in proportion to the area paved. The Contractor must be aware if he is under or over plan quantities for the area in question.

END OF SECTION 321216

SECTION 329200.19 – SEEDING AND MULCHING

PART 1 - GENERAL

1.1 SUMMARY

. Installation of seeded areas shall be to the extent shown on Contract Drawings and shall include supplying all seed, topsoil, soil conditioning materials, mulching materials and watering, and the incorporation of these materials into the work as specified.

A. The Contractor shall place topsoil at the depths specified in those areas requiring seeding. Topsoil shall be furnished by the Contractor.

1.2 SUBMITTALS

A. Product Data: For the following:

1. Provide copies of soils tests for both new topsoil (provided) and onsite topsoil for review and approval. This applies to all areas that require seeding, including reconditioned areas.

2. Provide location of properties from which topsoil is to be obtained, names and addresses of owners, depth to be stripped, and crops grown in the past 2 years.

3. Provide the name of the seed supplier, name and phone number, list of the seed, including varieties of seed, labels, and an analysis of the seed for review, 4 weeks prior to the start of seeding.

4. Provide soil amendments information based on soils test requirements.

5. Hydroseed mixture, mulch and application rates prior to performing the work.

1.3 QUALITY ASSURANCE

A. Any subcontracted restoration work shall be performed by a qualified firm specializing in landscape work.

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

C. Seed: All seed specified shall meet O.D.O.T. specifications as to the percentage purity, weed seed, and germination. All seed shall be approved by the State of Ohio, Department

of Agriculture, Division of Plant Industry, and shall meet the requirements of these specifications.

D. Packaged Materials: Deliver packaged materials in containers showing weight, analysis, and name of manufacturer. Protect materials from deterioration during delivery, and while stored at site.

1.4 PROJECT CONDITIONS

A. Utilities: Determine location of underground utilities and perform work in a manner which will avoid possible damage. Hand excavate, as required. Maintain grade stakes set by others until removal is mutually agreed upon by parties concerned.

B. Excavation: When conditions detrimental to plant growth are encountered, such as rubble fill, adverse drainage conditions, or obstructions, such conditions shall be rectified by the Contractor before planting, with approval from the Owner's Representative.

C. Soil Stabilization: The Contractor shall provide permanent or temporary soil stabilization to denuded areas within fifteen (15) days after final grade is reached on any portion of the site. Any such area which will not be regraded for longer than fifteen (15) days shall also be stabilized. Soil stabilization includes any measures which protect the soil from the erosive forces of raindrop impact and flowing water. Applications include seeding and/or mulching, or the use of other erosion control measures as directed by the Owner's Representative. If necessary, the Contractor shall coordinate soil stabilization practices with the local Soil and Water Conservation District.

D. Spring-sown work shall be installed between April 1st and May 30th and Fall-sown work shall be installed between September 1st and October 15th. No permanent seeding shall take place between May 30th and September 1st and between October 15th and April 1st. The dates for seeding may be changed at the discretion of the Owner's Representative.

PART 2 - PRODUCTS

2.1 TOPSOIL

A. Topsoil shall be furnished by the Contractor. Stockpiled material, if any, shall be utilized prior to obtaining additional topsoil.

B. All topsoil shall conform to the U.S. Department of Agriculture soil texturing triangle and shall contain between 3% to 8% organic matter. Topsoil shall be loamy and not consist of more than 38% clay. New topsoil shall be screened to remove clay lumps, brush, weeds, litter, roots, stumps, stones larger than ½" in any dimension and any other extraneous or toxic matter harmful to plant growth.

New topsoil shall be obtained only from naturally well drained sites where topsoil occurs in a depth of not less than 4". Do not obtain from bogs or marshes.

C. Soil amendments shall be added according to the soils test requirements. Amendments can include, but are not limited to fertilizer, lime, compost, sand, and organic matter. Organic matter shall consist of composted leaves or other approved material.

2.2 SEED

A. Seed shall be vendor mixed, delivered in original bags and shall be proportioned as follows:

Common Name	Proportion by Weight
Kentucky Blue Grass	50%
Perennial Rye	50%

2.3 MULCH

A. Mulch shall be clean straw free of seed and weed seed.

1. Anchoring for mulch shall be an ODOT specified SS-1 at 60 gal./ton non-toxic tackifier such as Hydro-stik, or equal, or by securing with a photo degradable netting.

B. If hydroseeding is used, wood fiber mulching material shall be used and shall consist of virgin wood fibers manufactured expressly from whole wood chips and shall conform to the following specifications.

- Moisture content	10.0% $\pm$ 3.0%
- Organic content	99.2% $\pm$ 0.8% O.D. Basis
- pH	4.8 $\pm$ 0.5
- Water holding capacity, minimum (grams of water per 100 grams of fiber)	1,000

Wood fiber mulching material shall be processed in such a manner as to contain no growth or germination inhibiting factors, and must contain a biodegradable green dye to aid in visual metering during application.

PART 3 - EXECUTION

3.1 PREPARATION - GENERAL

A. Rough grading to a depth necessary to accept the specified thickness of topsoil must be approved prior to placing topsoil.
B. Loosen subgrade, remove any stones greater than ½” in any dimension. Remove sticks, roots, rubbish, and other extraneous matter.
C. Spread topsoil to a minimum depth of 4 inches, to meet lines, grades, and elevations shown on plan, after light rolling and natural settlement. Remove sticks, roots, rubbish, stones greater than 1/2" in any dimension, and other extraneous matter. Topsoil shall be tilled thoroughly by plowing, disking, harrowing, or other approved methods. Add specified soil amendments and mix thoroughly into the topsoil.

D. Preparation of Unchanged Grades: Where seed is to be planted in areas that have not been altered or disturbed by excavating, grading, or stripping operations, prepare soil for planting as follows: Till to a depth of not less than 6 inches. Apply soil amendments and initial fertilizers as specified. Remove high areas and fill in depressions. Till soil to a homogenous mixture of fine texture, free of lumps, clods, stones, roots and other extraneous matter. Soils test requirements apply here as well.

1. Prior to preparation of unchanged areas, remove existing grass, vegetation and turf. Dispose of such material outside of project limits. Do not turn existing vegetation over into soil being prepared for seed.

   If necessary, supply and install topsoil in areas where there is no topsoil left after vegetation has been removed.

2. Apply specified soil amendments at rates specified in the soils test and thoroughly mix into upper 2 inches of topsoil. Add topsoil if existing grade has less than 4" of topsoil. Delay application of amendments if planting will not follow within two (2) days.

E. Fine grade areas to smooth, even surface with loose, uniformly fine texture. Roll, rake, and drag lawn areas, remove ridges and fill depressions, as required to meet finish grades. Remove sticks, roots, rubbish, stones greater than 1/2" in any dimension, and other extraneous matter. Limit fine grading to areas which can be planted immediately after grading.

F. Moisten prepared areas before planting if soil is dry. Water thoroughly and allow surface moisture to dry before planting lawns. Do not create a muddy soil condition.

G. Restore areas to specified condition, if eroded or otherwise disturbed, after fine grading and prior to planting.

3.2 SEEDING

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

B. Sow seed using a spreader or hydroseeder. Do not seed when wind velocity exceeds 5 miles per hour. Distribute seed evenly over entire area by sowing 3 lbs. per 1000 S.F. at right angles to each other. Total amount to equal a minimum of 6 lbs. per 1000 S.F.

C. For seed sown with a spreader, mulch shall be spread uniformly to form a continuous blanket at a rate of 100 lbs. per 1,000 S.F. Mulch shall be 1 1/2" loose measurement over seeded areas and shall be anchored.

D. Contractor has the option to hydroseed large lawn areas, using equipment specifically designed for such application. The rate of application of wood fiber mulching materials is 40 lbs./1,000 S.F. Contractor shall not hydroseed within close proximity to buildings and

structures, or when unfavorable wind conditions may blow the hydroseed material onto the structure. Contractor shall clean all areas not to be seeded of overspray.

E. The seeded area shall be watered, as soon as the seed is applied, at the rate of 120 gallons per 1000 square feet. The water shall be applied by means of a hydroseeder or a water tank under pressure with a nozzle that will produce a spray that will not dislodge the mulching material. Cost of this watering shall be included in the cost of seeding and mulching.

3.3 DORMANT SEEDING METHOD

A. Seeding shall not take place from October 15 through November 20. During this period prepare the seed bed, add the required amounts of lime and fertilizer, and other amendments, then mulch and anchor.

B. From November 20 through April 1, when soil conditions permit, prepare the seed bed, lime and fertilize, apply the selected seed mixture, mulch, and anchor. Increase the seeding rate by 50 percent.

3.4 RECONDITIONING EXISTING LAWNS

A. A soils test shall be required for existing lawns prior to any reconditioning.

B. Recondition all existing lawn areas damaged by Contractor’s operations including storage of materials and equipment and movement of vehicles. Also recondition existing lawn areas where minor regrading is required.

C. Provide soil amendments as called for in the soils test.

D. Provide new topsoil, as required, to fill low spots and meet new finish grades.

E. Cultivate bare and compacted areas according to the topsoil specifications.

F. Remove diseased and unsatisfactory lawn areas; do not bury into soil. Remove topsoil containing foreign materials resulting from the Contractor's operations, including oil drippings, stone, gravel, and other loose building materials.

G. All work shall be the same as for new seeding.

H. Water newly planted seed areas. Maintenance of reconditioned lawns shall be the same as maintenance of new lawns.

3.5 ESTABLISHMENT

A. Maintain work areas as long as necessary to establish a uniformly close stand of grass over the entire lawn area. A uniformly close stand of grass is defined as the seeded areas having 90%+ coverage of grass at 60 days after seeding. 90%+ coverage is defined as very little or no dirt showing when seeded area is viewed from directly overhead.

B. Maintain lawns by watering, fertilizing, weeding, mowing, trimming, and other operations such as rolling, regrading and replanting as required to establish a smooth acceptable lawn.

1. Mowing
    a. Mow lawn areas during the period of maintenance to a height of 2 inches whenever the height of the grass becomes 3 inches. A minimum of 3 mowings is required during the period of maintenance.
2. Refertilizing
    a. Distribute fertilizer on the seeded area between August 15 and October 15, during the period when grass is dry, and in accordance with the manufacturer's recommendations. The fertilizer shall be as specified in the soils test.
3. Reseeding
    a. Reseed with the seed specified for the original seeding, at the rate of 4 lbs. per 1,000 S.F. in a manner which will cause minimum disturbance to the existing stand of grass and at an angle of not less than 15 degrees from the direction of rows of prior seeding.
4. Watering

    a. The Contractor shall keep all work areas watered daily to achieve satisfactory growth. Water shall be applied at a rate of 120 gallons per 1,000 square feet. If water is listed as a pay item, it shall be separately paid for based on the actual amount of water used, measured in thousands of gallons.
5. Any mulching which has been displaced shall be repaired immediately. Any seed work which has been disturbed or damaged from the displacement of mulch shall be repaired prior to remulching.

3.6 INSPECTION AND ACCEPTANCE

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

B. Acceptance shall be based upon achieving a vigorous uniformly stand of the specified grasses. If some areas are satisfactory and some are not, acceptance may be made in blocks, provided they are definable or bounded by readily identified permanent surfaces, structures, or other reference means. Partial acceptance decisions may be made by the Owner's Representative. Excessive fragmentation into accepted and unaccepted areas shall not be allowed. Unaccepted areas shall be maintained by the Contractor until acceptable.

C. No payment shall be made until areas are accepted.

D. All seeded areas shall be guaranteed for one full growing season to commence upon final acceptance of the areas.

END OF SECTION 329200.19

SECTION 331400 – WATER UTILITY TRANSMISSION AND DISTRIBUTION

PART 1 – GENERAL

1.1 SUMMARY

A. Furnishing all labor, materials, tools, equipment, and services for all waterlines as shown on the Drawings.

B. Although such is not specifically indicated, furnish and install all supplementary or miscellaneous items, appurtenances and devices incidental to or necessary for a functional and complete installation.

1.2 RELATED DOCUMENTS AND SECTIONS

A. Drawings and general provisions of the Contract, including General Conditions, Supplementary Conditions (if included), and Division 1 Specifications Sections, apply to this Section.

B. Section 013543 – Environmental Protection

C. Section 013319 – Field Testing Reporting

D. Section 016600 – Product Handling and Protection

E. Section 031000 – Earthwork

1.3 PRODUCTS INSTALLED BUT NOT FURNISHED UNDER THIS SECTION

A. Granular pipe bedding and cover material specified in Section 310000 – Earthwork.

B. Special backfill material specified in Section 310000 – Earthwork.

1.4 DEFINITIONS

A. Bedding: Material placed under, beside and directly over pipe for the full width of the trench up to a distance of 6 inches over the top of the pipe barrel prior to subsequent backfill operations.

1.5 SUBMITTALS

A. Manufacturer's Affidavit: The manufacturer shall furnish an affidavit indicating that all pipe, fittings, valves, fire hydrants, and appurtenances have been manufactured and tested in accordance with the requirements of the applicable referenced Standards. A copy of the affidavit indicating the Project on which the material is to be used, shall be forwarded to ENGINEER prior to construction.

B. Method of construction with detailed drawings and written descriptions of the entire construction procedure to insert the pipe, and connections to water services, fire hydrants, and intersecting water mains. Drawings shall show, but are not limited to, excavation locations, access pits, dimensions, shoring, method of dewatering, adjacent utilities, and traffic control.

1.6 REFERENCES

A. AWWA C104 - Cement-Mortar Lining for Ductile-Iron Pipe and Fittings

B. AWWA C105 - Polyethylene Encasement for Ductile-Iron Pipe Systems

C. AWWA C110 - Ductile-Iron and Gray-Iron Fittings

D. AWWA C111 - Rubber-Gasket Joints for Ductile-Iron Pressure Pipe and Fittings

E. AWWA C116 - Protective Fusion-Bonded Coatings for the Interior and Exterior Surfaces of Ductile-Iron and Gray-Iron Fittings

F. AWWA C150 - Thickness Design of Ductile-Iron Pipe

G. AWWA C151 - Ductile-Iron Pipe, Centrifugally Cast

H. AWWA C153 - Ductile-Iron Compact Fittings

I. AWWA C213 - Fusion-Bonded Epoxy Coatings and Linings for Steel Water Pipe and Fittings

J. AWWA C301 - Prestressed Concrete Pressure Pipe, Steel-Cylinder Type

K. AWWA C400 - C400-03: AWWA Standard for Asbestos-Cement Pressure Pipe, 4 In. through 16 In. (100 mm through 400 mm), for Water Distribution Systems

L. AWWA C502 - Dry-Barrel Fire Hydrants

M. AWWA C504 - Rubber-Seated Butterfly Valves

N. AWWA C509 - Resilient-Seated Gate Valves for Water Supply Service

O. AWWA C515 - Reduced-Wall, Resilient-Seated Gate Valves for Water Supply Service

P. AWWA C550 - Protective Interior Coatings for Valves and Hydrants

Q. AWWA C600 - Installation of Ductile-Iron Mains and Their Appurtenances

R. AWWA C651 - Disinfecting Water Mains

S. AWWA C800 - Underground Service Line Valves & Fittings

T. AWWA C810 – Replacement and Flushing of Lead Service Lines

U. ASTM A36 - Standard Specification for Carbon Structural Steel

V. ASTM A47 - Standard Specification for Ferritic Malleable Iron Castings

W. ASTM A48 - Standard Specification for Gray Iron Castings

X. ASTM A126 - Standard Specification for Gray Iron Castings for Valves, Flanges, and Pipe Fittings

Y. ASTM A181 - Standard Specification for Carbon Steel Forgings, for General-Purpose Piping

Z. ASTM A183 - Standard Specification for Carbon Steel Track Bolts and Nuts

AA. ASTM A307 -Standard Specification for Carbon Steel Bolts, Studs, and Threaded Rod 60 000 PSI Tensile Strength

BB. ASTM B62 - Standard Specification for Composition Bronze or Ounce Metal Castings

CC. ASTM B88 - Standard Specification for Seamless Copper Water Tube

DD. ASTM B124 - Standard Specification for Copper and Copper Alloy Forging Rod, Bar, and Shapes

EE. ANSI B16.18 - Cast Copper Alloy Solder Joint Pressure Fittings

FF. ASTM D698 - Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Standard Effort (12 400 ft-lbf/ft3 (600 kN-m/m3))

1.7 QUALITY ASSURANCE

A. Comply with all provisions of Section 014323 – Qualifications of Tradesmen.

B. Comply with all provisions of Section 014126 – General Regulations and Permits.

C. Field samples shall comply with Section 013319 – Field Test Reporting and Section 013326 – Product Testing and Certifying.

D. Before and during installation, the Contractor shall comply with provisions under Section 013119 – Project Meetings.

E. All pipes, fittings, valves, fire hydrants and appurtenances shall be appropriately marked for identification purposes. The materials and methods of manufacture, and completed pipes, fittings, valves, and appurtenances shall be subject to inspection and rejection at all times. OWNER and ENGINEER have the right to make inspections.

1.8 PROJECT CONDITIONS

A. Environmental Requirements
   1. Comply with all provisions of Section 013543 – Environmental Protection at all times.

B. Existing Conditions

   1. Verify locations of underground utilities.
   2. Protect existing structures and utilities from damage. Repair if damaged by this work.
   3. Do not change pipe sizes without securing written approval of Engineer.

C. Field Measurements
   1. If it becomes necessary to change location of waterlines due to underground utility interference, secure approval of Engineer.
   2. If Contractor initiated, make changes approved by the Engineer without added cost to Owner.

1.9 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. Perform no pipe work in fill areas until embankment or fill has been completed to at least two (2) feet above proposed top of pipe and fill has been properly compacted.

PART 2 – PRODUCTS

2.1 WATER MAIN PIPE AND FITTINGS

A. Ductile Iron Pipe and Fittings
   1. Pipe shall be designed in accordance with AWWA C150, minimum Thickness Class 52 when buried; except Thickness Class 56 for river crossing pipe; manufactured in accordance with AWWA C151; furnish in minimum nominal 18 foot laying lengths, except river crossing pipe to be in full length joints with shorter lengths required to facilitate installation supplied by pipe manufacturer (no field cutting permitted).
   2. Fittings: AWWA C110 or C153, with fittings to be polyethylene encased when buried.

3. Exterior Coating: Asphaltic material. Fittings may be coated with a fusion-bonded epoxy coating in accordance with AWWA C116.
4. Interior Lining: AWWA C104 cement mortar with seal coat, or AWWA C116 fusion-bonded epoxy coating.
5. Joints: AWWA C111, rubber gasket, push-on or mechanical type, with restrained type joints and river crossing pipe joints to be provided within the lengths noted on Drawings.
    a. For all bolted joints, bolt length shall be such that all threads of the nut will be engaged.
    b. Restrained push-on joints shall be provided within the lengths noted on the drawings; shall be completely boltless; McWane Super-Lock, American Flex-Ring, U.S. Pipe TR Flex, or as approved. Restrained mechanical joints shall be MEGALUG with Mega-Bond Coating System as manufactured by EBAA Iron, Inc., or as approved, of ductile iron and with a working pressure of at least 250 psi and a minimum safety factor of 2:1.
    c. River crossing pipe joints shall be boltless, self-restraining, push-on type, gasketed ball and socket joints; Clow Ball and Socket Pipe, American Flex-Lok Boltless Ball Joint Pipe, U.S. Pipe USIFLEX, or as approved.

B. PVC/PVCO Pipe and Ductile Iron Fittings
1. Pipe shall be designed in accordance with AWWA C909, Pressure Class 235 for 6-inch through 12-inch diameter; cast iron equivalent O.D.; integral wall-thickened bell end type incorporating elastomeric gasket; furnished in nominal 20 foot laying lengths.
2. Fittings: AWWA C110 or C153, AWWA C111 rubber gasket joints, with C153 fittings to be polyethylene encased when buried.
3. Joints: Push-on, with joints within the lengths noted on Drawings to be restrained type joints.
    a. Restrained mechanical joints shall be MEGALUG or retainers with Mega-Bond Coating System, as manufactured by EBAA Iron, Inc., or as approved, of ductile iron and with a working pressure at least equal to that of the PVC pipe on which to be installed, and a minimum safety factor of 2:1.
    b. Restrained push-on Joints shall be Certa-Lok restrained joints, PVC C900, DR-18 or Approved equal.

2.2 VALVES

A. Materials
1. Valves bodies shall be of either gray or ductile cast iron and shall have the name, monogram, or initials of the manufacturer cast thereon.
2. 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.
3. All body bolts and nuts shall be bronze or stainless steel for buried, submerged or nonprotected applications and Type 304 stainless steel for exposed or interior applications that will receive protective finish coatings.

B. Tapping sleeves
   1. Type: Mechanical joint made in two halves for assembly around main.
   2. Branch Flange: Accommodate tapping valve.
   3. Materials: Cast iron with gaskets extending entire length of sleeve to form water-tight joints.

C. Butterfly Valves
   1. AWWA C504, Class 150B; designed specifically for buried service; stainless steel shafts; mechanical joint ends when buried, flanged ends when in manholes, grooved or shouldered ends to receive mechanical groove type couplings; fully gasketed, grease-packed, water-tight, self-locking actuator with standard AWWA operating nut and mechanical stop limiting devices, and handwheel and extension stem and guides when in a manhole; bolts, nuts, and washers used by manufacturer to assemble valves to be Type 316 stainless steel.
   2. Butterfly valves with mechanical joints shall be complete with a long, solid mechanical joint cast iron sleeve and a cast iron filler piece as shown, to permit installation in a manhole such that the sleeve can be slid over the pipe within the manhole and the filler piece and pipe removed to permit removal of the valve without disturbing the manhole.
   3. Butterfly valves with grooved or shouldered ends shall be complete with Victaulic Style 44, or as approved, mechanical groove type couplings rated for a working water pressure of 175 psi. Couplings shall be complete with approved gaskets and plated hardware, and shall be completely factory-finished.
   4. If required, provide operator with an extension stem such that operating nut is located approximately 4 feet below grade. Center extension stem in the valve box by approved stem guides
   5. Valves shall be as manufactured by; Henry Pratt Co., Clow, Kennedy or an approved equivalent.

D. Gate or Tapping Valves
   1. AWWA C509 cast iron, bronze-mounted. or AWWA C515 ductile iron, bronze-mounted, polyethylene encased when buried installation; designed for 200 psi working water pressure; mechanical joint ends, AWWA C111, except for tapping valves; non-rising stem type with standard AWWA nut; stem seal consisting of at least two Buna-N rubber O-rings; open by turning left (counterclockwise); bolts, nuts, and washers used by manufacturer to assemble valves to be Type 304 stainless steel.
   2. 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.
   3. Verify direction of valve with OWNER.
   4. 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.
   5. Stuffing boxes shall be O-ring seal type with two (2) rings located in stem above thrust collar.
   6. Thrust bearings shall be of the low friction torque reduction type, located both above and below the stem collar.
   7. Valves shall be as manufactured by; Mueller Co., American-Darling, Clow, M & H, Stockham, U.S. Pipe or an approved equivalent.

E. Protective Coatings
   1. All iron parts of valve assemblies shall be painted before leaving the shop.
   2. 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 C550.

F. Extension Stems and Stem Guides
   1. 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.
   2. Brackets and stem guides shall be made of cast iron and fully adjustable. The guide block shall be bronze bushed where it contacts the extension stem. Stem guides shall be as manufactured by the Eddy Valve Co., Rodney Hunt, or equal. Secure stem guides to walls with stainless steel bolts. In the event of off-set of misalignment, provide off-set extension road with universal end fittings at valve actuator and stem drop connection.
   3. Extension stem shall have connecting socket for 2-inch square nut and pin socket to lock on valve operating nut.

G. Valve Boxes
   1. Valve boxes shall be cast iron, 5-1/4" shaft, two-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.

   2. 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.
   3. Extension sections shall be provided where the depth of trench is such that they are needed to bring the top of the box to finished grade. The valve box shall be installed so that it is perfectly vertical and centered on the valve operating nut.

2.3 BLOW-OFF ASSEMBLIES

A. Assemblies includes mainline tee, piping from main, gate plug valve, and manhole.

B. Ball Valve
   1. Ball valve shall be constructed of Bronze with Buna-N rubber seats, and O-ring stem seals
   2. Ends shall have one end female IPS and one end flanged with rubber face gaskets and cadmium-plated bolts.
   3. Valve shall open at 1.0 psi differential and seal at 0.25 psi differential.

4. Operations shall be that valve requires a 90 degree turn, 2 inch operating nut with extension stem terminating 6 inches below grade.

C. Check Valve
   1. Check valve shall be constructed of red brass with stainless steel springs and Buna-N rubber discs.
   2. Ends shall have one end female IPS and the other end flanged.
   3. Valve shall open at 1.0 psi differential and seal at 0.25 psi differential.
   4. Ball valve shall be manufactured by; Ford Meter Box Co., No. BF13-777W, or as approved equivalent.

D. All piping shall be in accordance with ASTM D1785 Schedule 80 PVC plastic pipe and ASTM D2464 threaded fittings.

E. Valve box shall be constructed as specified in Article 2.2.

2.4 FIRE HYDRANT ASSEMBLIES

A. Includes fire hydrant, watch valve and valve box, piping, and appurtenances.

B. Fire Hydrant:
   1. Manufacturers: American Flow Control, Kennedy, Mueller, or as approved, to match rest of water system
   2. AWWA C502, compression type, 5-1/4-inch valve opening, open by turning left (counterclockwise); traffic model with frangible barrel section and stem coupling; positive operating drain valve installed in open position; 6-inch mechanical joint base, designed so water hammer will be prevented when properly operated. If drain valve, install with drain valve plugged.
   3. Two 2-1/2 inch hose nozzles, and one 4-1/2 inch pumper nozzle.
   4. Suitable for setting in trenches of depths and in locations shown; CONTRACTOR responsible for determining hydrant depth of bury based on locations shown.
   5. Verify that the direction of opening, hydrant pumper nozzle, operating nut, outlet nozzle cap nuts and hose threads conform to those in the system before the new hydrants are shipped.

C. Watch Valves and Valve Boxes: Watch valves and valve boxes shall be gate valves and valve boxes as specified in Article 2.2, with valves to have ends suitable for receiving the spigot end of 6 inch anchoring pipe.

D. Piping:
   1. Ductile Iron Pipe: AWWA C150, AWWA C151; asphaltic material, or AWWA C116 fusion-bonded epoxy exterior coating, AWWA C104 cement mortar with seal coat, or AWWA C116 fusion-bonded epoxy interior lining.
   2. AWWA C110 or C153 mainline tees with standard mechanical joint branch for connecting to anchoring pipe and fittings, and mechanical joint anchoring type branch when connecting to a watch valve; coated and lined as specified for pipe. C153 fittings to be polyethylene encased when buried.

3. Anchoring pipe, plain end mechanical joint type incorporating an integral cast shoulder and follower gland.
4. Anchoring Pipe Manufacturers: American Cast Iron Pipe Company, Clow Corporation, United States Pipe and Foundry Company, or as approved.

2.5 POLYETHYLENE ENCASEMENT

A. AWWA C105, 8 mil linear low-density polyethylene tube or 4 mil high density, cross-linked polyethylene tube; 2 inch wide plastic-backed, adhesive tape, bond to both metal surfaces and polyethylene film.

2.6 TRACE TAPE AND WIRE

A. Inert bonded layer plastic with metallized foil core, 6 inches wide, resistant to alkalis, acids and other destructive chemical components encountered in soils; APWA Uniform Color Code, brightly colored; imprinted indicating pipe type; Griffolyn Company Terra Tape "D", Seton Name Plate Corporation, or an approved equivalent.

B. Use with non-metallic water main pipe materials.

2.7 PIPE INSULATION

A. Cellular glass insulation with an aluminum jacket; thickness as required to prevent freezing at 0 degrees F, but in no case less than 1 inch; suitable for burial; Pittsburgh Corning Corporation FOAMGLAS, or as approved.

2.8 JOINT BOLTS AND NUTS

A. Unless otherwise specified or noted, bolts and nuts on buried piping shall be low alloy steel cathodic to pipe with a minimum yield strength of 45,000 psi, and all other bolts and nuts shall be low carbon steel, ASTM A307, Grade B, zinc-plated.

PART 3 – EXECUTION

3.1 ALIGNMENT AND GRADE

A. Horizontal and Vertical Control
1. All horizontal and vertical control required for the complete layout and performance of the Work under this contract shall be done by a registered surveyor at the Contractor's expense, and any observations by the Engineer of the Contractor's methods will not relieve the Contractor of his responsibility.
2. The Contractor shall be solely responsible for the accuracy of all horizontal and vertical control.

B. Alignment and grade shall be established by means of a laser beam.

3.2 PREPARATION

A. String pipe sections along the route of the mains so as to interfere least with pedestrian and vehicular traffic and to protect the pipe.

B. Excavate trench for Work of this Section; follow Section 310000.

C. Location of service connections and insertion valves indicated are approximate. Final locations will be established during construction by OWNER.

D. Do not install service connections until new mains have been successfully tested, disinfected, and placed in service.

E. Prior to ordering tapping sleeve assembly, expose existing main and verify circumference of existing pipe.

F. Prior to ordering insertion valve and sleeve assembly, expose existing main at point of installation and verify circumference, actual caliper diameter and roundness of existing pipe. In addition, identify the exterior condition of the pipe with respect to pitting, scaling, electrolysis, or other defects which would affect manufacturing dimensions or exact location of the insertion.

G. For river crossing pipe, inspect trench just prior to laying pipe to ensure that it is in suitable condition.

3.3 BEDDING

A. Place bedding material at trench bottom and shape for accurate placement and proper support of pipe.

B. Place in 6 inch layers, loose measurement, and compact by hand or mechanical tamping to not less than 95 percent of maximum density as determined in accordance with ASTM D698 (Standard Proctor).

C. Carefully place and tamp so as not to damage or displace joints or pipe. Do not drop material directly on pipe.

D. Maintain optimum moisture content of bedding material to attain required compaction density.

E. Construct thrust blocks at fittings, dead ends, and valves as shown. Place against firm, undisturbed soil. Provide straps and anchors as indicated; repair cuts and other damage to galvanized surfaces by applying two coats of cold galvanizing compound. Securely strap or block plugs and caps. Thrust blocks shall meet all applicable requirements of ODOT Item 638:
   1. Concrete: Class C conforming to ODOT 499.
   2. Straps and Anchors for Thrust Blocks: Galvanized steel.
   3. Cold Galvanizing Compound: ZRC Products Company, or as approved.

3.4 PIPE INSTALLATION

A. The Contractor shall furnish all of the proper tools and equipment required for the safe, proper handling and laying of all pipe, fittings, and specials that are to be installed in this work. All storage, handling, laying, and backfill methods shall be performed so as to avoid damaging either the interior or the exterior surfaces of all pipe fittings, specials, joint materials, or other appurtenances, and any such damage shall be remedied at the Contractor's expense.

B. Before any pipe is lowered into the trench, it shall be inspected for damage, and any unsatisfactory lengths shall be rejected. Cast metal pipe and fittings shall be inspected for cracks by ringing with a light hammer while suspended. The interior and exterior of each pipe length used shall be cleaned as necessary to remove all dirt or other foreign material before it is inspected. The interior of the pipe shall be kept clean until the work is accepted.

C. No pipe shall be laid in water, mud or when trench conditions or weather is unsuitable for such work.

D. If mud, surface water, leaves and/or other debris have been permitted to enter the strung-out pipe, the inside shall be cleaned with a strong hypochlorite solution after all such foreign materials are completely cleaned from the pipe and before the pipe is lowered into the trench.

E. Pipe shall not be pushed off the bank nor shall it be permitted to fall into the trench. Each type of pipe, fitting, special or other appurtenances shall be handled in strict accordance with recommendations of its respective manufacturer.

F. No rocks, stones, metal, concrete, bricks, pavement pieces, wood, soil lumps or other hard materials too big to pass through a six (6") inch screen shall be permitted within six (6") inches of the pipe after it is laid in the trench. Any pipe endangered by such debris shall be subject to removal and disposal at the Contractor's expense.

G. When pipe laying is not in progress, the open ends of installed pipe shall be closed by appropriate means to prevent the entrance of dirt and water. In the event ground water, sewage water or other potential contaminants enter any portion of the pipeline, after it is laid, cleaning and preliminary disinfection with a strong hypochlorite solution shall be done.

H. Provide non-conducting dielectric connections wherever jointing dissimilar metals.

I. Use suitable fittings, usually 1/8 bends, when abrupt grade changes of the pipe are necessary to avoid existing utilities or other obstructions, so as to secure and easy flow of liquid and to provide sufficient cover below same unless noted otherwise.

J. Install pipe to allow for expansion and contraction without stressing pipe or joints.

K. Deflect pipe joints in strict accordance with the pipe manufacturer's instructions. For river crossing pipe, in no case shall joint deflection exceed 15 degrees during installation and 12 degrees after installation unless otherwise approved by manufacturer.

L. With push-on joints, wipe surfaces that contact rubber gasket clean and dry just prior to making joint. Use lubricant in accordance with the manufacturer's instructions when making joint.

M. With mechanical joints, brush surfaces that contact rubber gasket with soapy water to remove all sand and grit just prior to making joint.

3.5 VALVES

A. Installation
   1. 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 of rigging points.
   2. 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.
   3. Stem guides shall be accurately aligned.
   4. 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.

B. Testing
   1. 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.

C. Operation and Maintenance Manuals
   1. 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.

3.6 JOINTING

A. The particular method of making up pipe joints shall be governed by the type of pipe material and type of joint in accordance with the drawings and/or specifications.

3.7 CONNECTION TO AND INSERTIONS INTO EXISTING MAINS

A. Existing mains into which valves are to be inserted cannot be shut down or taken out of service. The entire operation of installing the valves shall be accomplished below 100 psig at the point of installation.

B. Connect new mains to existing mains using proper fittings and in a manner acceptable to OWNER and ENGINEER.

C. Expose existing mains at connection points 10 days prior to making connections to determine elevation, verify type of pipe, confirm outside diameter of pipe, and identify type of restraints existing.

D. No cut-ins or connections to existing mains shall be made unless at least 48 hours notice is given to OWNER and ENGINEER.

E. Plan all connecting work to reduce number of shutoffs.

F. Two days prior to shutting valves on existing lines, notify all affected property owners, local official in charge of the water works system, and ENGINEER of such shutoff.

G. Keep shutoff time to a minimum and do at off-peak hours.

H. A representative of OWNER shall operate existing valves. CONTRACTOR shall not operate existing valves.

I. OWNER and ENGINEER assume no responsibility for any delay occasioned by special requirements or conditions which must be met in making connections.

J. Take extreme care in making connections to prevent contamination of existing mains.

K. Before making cut-ins or connections to existing mains, wash all fittings, valves, and pipe with clean water, and then disinfect by washing with a chlorine solution having a residual chlorine strength of not less than 50 ppm.

L. Plugs removed from existing mains that are not damaged may be reused within the Project, and those remaining after completion of construction shall remain the property of OWNER.

M. Connections to AC pipe shall be made with appropriate fittings specifically designed for AC pipe connections, and shall be acceptable to OWNER. All connections to AC pipe shall be via pad adapters. AC pipe must not be cut with a saw. All cuts shall be accomplished by snap cut.

3.8 ANCHORAGE

A. All hydrants, plugs, caps, tees and bends shall be provided with a reaction backing or shall be restrained by attaching suitable metal rods, clamps, anchored fittings or harnessed joints, as shown on the plans or as specified so as to prevent movement.

B. Reaction backing shall be of concrete, with steel reinforcement as required, unless otherwise shown on the drawings. Backing shall be placed between solid ground and the fitting or other part of the pipeline to be anchored; the area of bearing on the pipe and on the ground in each instance shall be that as indicated on the plans. The backing shall be so placed unless otherwise directed, that the pipe and fitting joints will be accessible for repair.

C. Steel tie rods or clamps of adequate strength to prevent movement may be used instead of concrete backing. Steel tie rods or clamps shall be used to connect the hydrant watch valves to the main and to connect the hydrant to the water valves when shown on the drawings. Steel rods or clamps shall be painted with three coats of an approved bituminous paint or coat tar enamel.

3.9 BACKFILLING

Backfilling shall be accomplished in a two-step procedure as follows: 1) partial backfill before leakage tests, and 2) completion of backfill after tests. Departure from this procedure due to traffic or other conditions shall be approved by the Engineer.

3.10 MAINTENANCE OF EXISTING DITCHES

A. The Contractor shall use the utmost care in maintaining ditches and other waterways, and, if either bottoms or banks of such ditches are disturbed, they shall be promptly restored and maintained for the life of the guaranty period. Similar care shall be used in preventing damage to existing pavement by caving of trench walls and undermining such pavement. If pavement is damaged, the Contractor shall repair same at his own expense.

3.11 CLEARING SITE AND RESTORING DAMAGED SURFACES

A. Upon completion of the backfill work, the Contractor shall immediately remove and dispose of all surplus materials including dirt and rubbish.

B. Unless otherwise called for on the plans, the Contractor shall replace all pavement, sidewalks, sod, or other surfaces disturbed to a condition equal to that existing before the work was started, furnishing all materials, labor, equipment, etc., at no additional cost to the Owner.

3.12 LEAKAGE TESTS

A. All pipeline construction shall be subjected to hydrostatic leakage testing of each valve section, as it is completed, unless otherwise directed by the Engineer. All pipes, valves, fittings, etc. shall be laid in such a manner as to leave all joints watertight.

B. Each section of pipe being tested shall be filled slowly with water, and, before applying the specified test pressure, all air shall be expelled from the pipe. The method of obtaining and placing test water(s) into the pipeline shall be approved by the Engineer.

C. The test shall be observed by the Engineer or his designate. The Owner will furnish a pressure gauge for measuring the pressure on the water main. The Contractor shall furnish a suitable pump, pipes, bulkheads and all appliances, labor, fuel, and other appurtenances necessary to make these tests.

D. The test pressure shall be maintained for sufficient length of time to allow for a thorough examination of joints and elimination of leakage where necessary. The pipeline shall be made absolutely tight under the test pressure.

E. The Contractor shall drain each section of the waterline piping after it has been tested. If the drains are connected to valve or drain vaults, then, within a reasonable period of time after the test has been completed, the Contractor shall pump all water out of the vaults.

F. In cold weather, immediately after testing a section of the waterline piping, the Contractor shall open all valves, air cocks, by-passes, and drains; shall drain that section of the pipeline, including the bonnets of all valves contained therein, and shall take all other precautions necessary to prevent injury due to freezing to the water main, piping and appurtenances.

G. Every precaution must be taken to remove, valve-off, or otherwise protect delicate control equipment in or attached to pipelines to prevent damage or injury thereto.

H. Leakage is defined as the quantity of water that must be supplied into the newly laid pipe, or any valved section thereof, as required to maintain the specified leakage test pressure after the pipe has been filled with water and the air expelled as herein required.

I. In calculating leakage, the Engineer will not make allowance for any leakage at the valves, the removable bulkheads, etc.

J. The evaluation of actual leakage to standard pressure leakage is calculated by the application of the ratio determined from the square root of respective pressures, other factors being equal.

K. The test pressure shall be 150 psi unless otherwise specified elsewhere in these specifications. Testing procedure shall be as specified herein for the particular pipe material contained in the section tested and shall be subject to modification as required by a particular pipeline material specification or part thereof, as contained elsewhere in these specifications.

L. For cast iron pipe (CIP) or ductile iron pipe (DIP), AWWA C600 shall govern the test, except that the allowable leakage rate shall be 12 gpd per mile of pipe per inch of diameter.

M. All defective materials and construction found in the pipeline as a result of leakage tests shall be corrected by removal of the defective materials and reconstruction with sound materials and construction. The entire section shall then be retested in accordance with the foregoing.

N. Any testing performed without the knowledge of the Engineer shall not be considered a test for the purpose of this specification.

O. The lack of hydrants, branch shutoff valves, or any other attachments to the line being tested shall not preclude the testing of each valved section as it is completed. In the event that hydrants, branch shutoff valves or any other attached appurtenances are not available for installation prior to testing of each valved section, then plugs or other approved means of containing line pressure must be utilized so as to test each valved section of main line as it is completed. A retest of each valved section will then be necessary after all appurtenances are installed. There will be no additional payment for any such retests.

P. The Contractor shall provide all pressure test equipment. The Owner shall provide all test water required and shall provide test gauges.

3.13 DISINFECTION

A. Prior to disinfection, all pipeline construction shall be flushed to remove any foreign material. Flushing shall be performed after completion and approval of the leakage tests. The minimum requirements for flushing are as follows:

Pipe Size	Minimum GPM Required
6"	220
8"	390
10"	610
12"	880
14"	1,200
16"	1,565
18"	1,980
20"	2,450
24"	3,500

B. Flushing at these rates shall be continued for at least five (5) minutes. In the event the foregoing requirements cannot be met due to the Owner's facilities being inadequate, alternate rate(s) and duration(s) of flushing shall be used.

C. Disinfecting water mains shall be in accordance with AWWA C651 and as specified herein.

D. The following disinfectants may be used: Chlorine or chlorine water; calcium hypochlorite; sodium hypochlorite solution, or chlorinated lime-water mixture. Chlorine shall be applied at one extremity of a pipe section via a corporation stop (installed in the top of the pipe by the Contractor) and bled at the opposite extremity of a properly segregated section. Precautions shall be taken to prevent dosed water from flowing into the potable water supply. All high points on the section treated shall be properly vented for air escape.

E. The rate of applying the disinfectant shall provide at least 25 ppm (mg per liter) chlorine dose at the outlet end of the line section being treated. The disinfecting period shall be twenty-four (24) hours, and, at the end of this period, a chlorine residual of at least 10 mg per liter shall exist at the outlet end of the line.

In the event of unfavorable or unsanitary conditions of installation, poor packing, or high pH, the period of disinfection may be extended. For shorter periods of disinfection, higher dosages shall be required.

F. Sterilizing water shall be disposed of in a satisfactory manner by the Contractor. If the foregoing disinfection procedure fails to provide thorough disinfection of the line, it shall be repeated as necessary in the pipeline for a period of 20 - 30 days after it is placed into operation.

G. Tests for efficacy of sterilization shall be made by the Owner, and repeated sterilization shall be carried out by the Contractor when required.

H. Contractor shall provide all disinfectants and disinfection equipment. Owner shall provide all test waters needed.

END OF SECTION 331113.01

SECTION 331619 - ELEVATED STEEL TANKS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 DESCRIPTION OF WORK

A. The Contractor shall furnish all the labor, equipment, and materials necessary to properly erect, test, and prepare for continuous operation at the location shown on the drawings, the elevated steel tank with all appurtenances necessary for the proper completion of the work included under this contract.

B. In general, this work shall include the elevated tank complete with supporting structure, anchor bolts, hatches, overflow, blowoff valve and piping to the limits shown on the drawings. Included with the elevated tank work shall be all cleaning and painting, testing, sterilization, cathodic protection system, and accessories as specified.

C. Electrical work is included in NOTES on the Drawings and other technical specifications herein. Contractor shall establish electrical service at the Tank site. Contractor shall include an Allowance of $20,000 in accordance with SECTION 012100 for service to this site.

D. The concrete foundation design shall be furnished by the tank manufacturer and shall be in accordance with the supplementary information contained herein and as shown on the drawings.

E. Operating Parameters

Tank Capacity	100,000 gallons
Estimated Diameter	26 ft
Grade Elevation	EL. 770
Top of Foundation	EL. 770
Inlet/Outlet Pipe Diameter	12-inches
Fill Rate	200 gpm
HWL	EL. 892
LWL	EL. 870
Overflow Rate	350 gpm

1.3 SUBMISSIONS

A. The contractor shall submit to the Engineer the following information before any work is undertaken:
   1. The manufacturer of, and the coating system to be used;
   2. Catalog pages, product data and manufacturer's recommended methods of application;
   3. Color card indicating colors of paints to be used.

B. The coating system and colors are subject to the approval of the Owner and the Engineer. No materials shall be delivered to the site without prior approval of the Engineer.

1.4 QUALITY ASSURANCE

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

1.5 INFORMATION TO BE SUBMITTED WITH BID

A. Each bidder shall submit with his proposal such information as will clearly define and describe his proposed design. The tank diameter, height to lower and upper capacity levels, details of foundations, etc., shall be provided. No proposal submitted by a bidder with less than 10 years' experience in the fabrication and erection of similar structures will be considered for purposes of awarding the Contract.

B. Thickness of all important plates, sections of interior structural members, ladders, connections, risers, piping and valves shall be submitted if required by the Owner.

C. The attention of the bidder is called to the submission of detailed drawings for approval prior to the manufacture or fabrication of any materials or equipment. Such drawings shall show details and dimensions of tank, tower and foundations in accord with the requirements herein and shall be accompanied by such specifications as are necessary to supplement those herein. Furthermore, the Contractor shall submit stress and strain sheets to the extent required, together with his plans for the erection of the structures and the placing of all piping, valves and equipment.

D. Tank:
   1. Submit complete plan, elevation, and sectional drawings showing critical dimensions.
   2. Indicate structural plate and support member sizes and thicknesses.
   3. Indicate weld types and sizes.
   4. Indicate water supply and overflow piping details, including fittings, expansion joints, pipe support methods
   5. Indicate ladder and ladder safety device details.
   6. Indicate handrail details.
   7. Indicate access hatch details.

E. Tank Foundation:

1. Submit specification for foundation concrete, describing ingredients, reinforcement, air content, slump, placement and consolidation, curing, and finishing.
2. Indicate concrete design mix, including ingredient proportions, minimum cement content, and water-cementitious materials ratio.
3. Submit drawings of reinforcing bars, including bar lists.

1.6 WARRANTY

A. All equipment furnished shall be warranted per Section 013325.

PART 2 - PRODUCTS

2.1 TANK FOUNDATION

A. The foundation shall be designed and constructed to safely and permanently support the tank. The basis of the foundation design shall be commensurate with the geotechnical subsurface investigation data indicated on the supplemental sheet(s) included herein.

2.2 GENERAL DESIGN

A. Except as otherwise specified herein, the elevated tank and appurtenant structures shall be designed and constructed in accordance with the American Water Works Association Standard Specifications for Elevated Steel Water Tanks, Designation AWWA D 100 and latest revisions thereto. The following supplementary information as referred to in the appendix of the above specifications and as listed below shall be required:

1. Tank

a) The tank and supporting structure shall be of all-welded construction. The tank shall be cylindrical shape supported on a single pedestal.

b) The tank proper shall be of watertight construction including that portion above the high water level. All portions of the structure in contact with the water shall have a minimum thickness of 1/4" (10.2 lb./sq.ft.) and the minimum thickness of parts not in contact with water shall be 3/16" (7.65 lb./sq.ft.).

2. Tank Support

a) For the “pedesphere” style tank, the tank shall be supported on a pedestal. The pedestal shall be a truncated cone gracefully flared at the

top to blend into the sphere and at the bottom to provide an adequate and stable base.

b) The tank support shall elevate the bottom of the tank to a height above the foundations equal to the difference between the specified overflow elevation and the selected head range as shown on the drawings. The support shall be dry. A 12" diameter steel insulated riser pipe inside the 100,000 gallon tank support shall carry water from the bottom of the tank to a base elbow located below grade inside the support.

3. Strength and Stability

a) The completed structure shall be designed to withstand safely the following loads and forces acting separately or together:

1. Weight of structure
2. Weight of water
3. Wind loads incurred by wind blowing at the rate of 120 miles per hour in any direction
4. Roof snow load of 20 lb./sq.ft.
5. Seismic Design Category C

4. Accessories - "Pedesphere" style

a) There shall be a vent of adequate size to safely vent tank when pumping or withdrawing water at maximum rate without using overflow as a vent.
b) A vertical ladder shall be furnished extending from grade up inside the tank support and internal access tube to a roof manhole. A second manhole shall be provided to permit entrance into the tank proper. The manholes are to be 30" in diameter and of rainproof construction.
c) The stub overflow shall be 8 inches in diameter steel, and fitted with an adequate entrance detail. It shall extend down inside the access tube and discharge at a point as illustrated on the plans.
d) All openings in the tank or its supporting structure shall be properly reinforced as necessary to conform to applicable codes and standards.
e) There shall be suitable and adequate painters' rings on the roof of the tank and at the top of the tank support.
f) There shall be a manhole giving access to the outside painters' rings at the top of the tank support and a platform inside the pedestal at this point.
g) Light sockets with conduit wiring and switch shall be provided inside the pedestal and access tube as illustrated on the drawings.
h) All joints shall be welded.
i) The tank support shall be vented adequately to avoid excessive humidity and condensation inside the support above and below the condensate ceiling. Power ventilation including exhaust fan and interlocked inlet louver shall be needed below the condensate ceiling.

j) The center dry riser shall have two access manholes.

k) Access tube shall be a minimum of 42-inch diameter.

l) A toe plate and pipe handrail shall be provided on the top of the tank for access to all manholes, lights, etc.

m) At least one of the access manholes shall be framed at least four inches above the surface of the roof at the opening. They shall be fitted with a solid water tight cover which overlaps the framed opening and extends down around the frame at least two inches, shall be hinged on one side, and shall have a locking device.

B. Ladders and platforms shall be designed and constructed complete with all safety accessories needed to meet the current applicable Code of General Standards of the Industrial Commission of Ohio and requirements of the Federal Occupational Safety and Health Act. All ladders, platforms, and other accessories must be of an approved design.

C. Safe Climbing Device

1. High strength aluminum, rigid rail safe climbing devices shall be provided on all ladders. Rails shall be center mounted and extend from 3 ft. above the ladder bottom to the top of the ladder section. Mounting brackets, fasteners and splice bars shall be provided as required for a rigid installation.
2. Three trolleys with snap hooks shall be provided that are designed to be operated with the aluminum rail. A safety body harness with front and side rings shall be supplied for each trolley. OWNER to determine size of harnesses to be provided.
3. A caution sign shall be provided at the lowest point of access to the ladder requiring safe climbing devices. The sign shall read "CAUTION – Safety Equipment Required When Climbing Ladder." The sign shall be secured to the wall.

D. Interior Floor

1. A concrete slab-on-grade shall be provided inside the base cone. The floor shall be a minimum of 6 inches thick, and reinforced with 6x6/W2.9 x W2.9 WWF. Isolation joints shall be provided at junctions with walls, columns, and equipment or piping foundations.

E. Personnel Door

1. A 40" by 80" access door with a flush threshold shall be located in the base of the pedestal cone. A step over threshold is not acceptable. The door shall be fabricated from steel plate with adequate stiffening and specifically designed for use with the tank. The access door will be equipped with handle, drip cover and dead bolt lock. Commercial hollow metal doors and frames are not acceptable. Door locking hardware shall be Schlage, commercial grade, color & model to be selected by Owner.

F. Identification Plate

1. A tank identification plate shall be mounted near the personnel door. The identification plate shall be corrosion resistant and contain the following information.
   a) Tank Contractor
   b) Contactor's project or file number
   c) Tank Capacity
   d) Height to High Water Level
   e) Date erected

G. Level Monitoring

1. General – Provide taps as shown on the Drawings. Each tap shall be provided with a stainless steel nipple and an isolation valve.
2. Pressure Gauge – Provide a pressure gauge in accordance with ASME B40.1 Grade 2A. The dial shall be 4 ½ in. diameter with black markings on white background. Pressure range is 0-100 psi.
3. Pressure Transducer and Transmitter. Transmitter shall be tied back to the water treatment plant via radio communication to operate the high service pumps.

H. Lightning Protection

1. Provide a lightning protection system for the elevated tank structure and any roof-mounted equipment that may be damaged by lightning. Manufacturers standard system shall be utilized except as modified by the Drawings.

I. Lettering & Logo: Follow Paragraph 3.2.D. – Graphics Design.

J. Tank THM Mixing System – Follow Specification 464146.01 & 464146.02

K. Cathodic Protection System – Follow Specification 264200

2.3 PIPING

A. General

1. Exterior of pipes exposed to stored water shall be coated with tank interior wet system. Exterior of pipes in the pedestal and base cone shall be coated with tank interior dry system.

B. Inlet/Outlet Piping

1. Provide a 12-inch diameter standard weight steel inlet/outlet pipe that extends vertically from the base of the pedestal to the bottom of the tank. An expansion joint shall be provided in the vertical section of pipe. The expansion joint should be constructed to accommodate any differential movement caused by settlement or thermal expansion and contraction. Inlet/Outlet pipe shall not extend above the LWL, except pipe shall extend minimum 8 inches into the bowl. Provide two protective crossbars across the riser opening at 4 in spacing. Steel pipe shall connect to the ductile iron pipe supplying the water towers, follow water main specifications on Sheet 5 of the Drawings. Steel riser pipe shall be 12-in ASTM A54 SCH 40.

C. Overflow

1. The overflow pipe shall be designed to carry the maximum design flow rate of 350 GPM. The steel overflow pipe will be 8-inch in diameter and shall have a minimum wall thickness of ¼". A suitable weir shall be provided with the crest at High Water Level. The overflow pipe shall extend down from the weir access tube, pedestal and base cone. The overflow pipe shall penetrate the base cone wall approximately 1 to 2 feet above grade and discharge onto a concrete splash pad. The point of discharge shall have a 90 degree elbow and be equipped with a #24mesh screen end.

2. Smooth nose sampling tap should be provided on the riser pipe 4 feet above the finished floor level.

D. Pipe Insulation

1. Provide 2-inch molded rigid foam polyurethane insulation complete with vapor barrier on inlet and outlet pipes. Securely fasten the insulation to the pipe using aluminum jacketing and banding.

PART 3 - EXECUTION

3.1 TESTING

A. Upon completion of the tank and prior to painting, the tank shall be filled to the maximum working water level with potable water furnished to the tank by the Owner. Any leaks disclosed by this test in the shell, bottom and/or riser shall be repaired by chipping or melting out any defective welds and then rewelding. No repair work shall be done on any joints unless the water in the tank or riser is at least two (2) feet below the joint being repaired. This test and repair procedure shall be repeated as necessary to obtain watertight tank shell, bottom, and riser before painting.

3.2 COATING SYSTEMS

A. General

1. The following schedule contains paint systems for painting interior (wet and dry) and exterior of the water storage facility. These systems are based on a specific paint manufacturer and are listed to establish minimum quality standards. Any substitute paint systems by an alternative manufacturer shall be equal to the specified systems. The substitute systems and paint materials shall be acceptable only by approval of the Engineer. Requests for substitution shall include detail manufacturer's literature for each product. These products specified are manufactured by the Sherwin Williams Company located in Cleveland, Ohio.

B. Interior Coating System (Wet Surfaces): AWWA D102 IC #3

1. Shop Prime/Field Prime:
   a. Sherwin-Williams Corothane I Galvapak 1k or 2k Zinc primer at 2.5 – 4.0 Mils DFT

2. Stripe Coat on Weld Seams, edges, and touch-ups:
   a. Sherwin-Williams Duraplate UHS primer, then Duraplate UHS at 3.0-5.0 Mils DFT
3. Finish Coat:
   a. Sherwin-Williams Duraplate UHS at 20.0 – 30.0 Mils DFT
4. The interior coating system, with the exception of Duraplate UHS, shall be applied by plural component airless spray and shall not be applied at temperatures below 40 degrees F. Duraplate UHS may be applied by single-leg spray equipment. The completed tank interior finish shall be allowed to cure (dry) in accordance with the Product Data Sheet (PDS). The curing process shall be monitored and documented.
5. After coating cure, all unwelded lapped seams in the roof and roof structure shall be sealed with Sika-Flex 1a.

C. Interior Coating System (Dry Surfaces with the exception that the top surface of the condensate platform and 6 in. up the pedestal shall receive the surface prep and coatings system specified for the Interior Coating System – Wet Surfaces):
   1. Shop Prim/Field Prime:
      a. Sherwin-Williams Corothane I Galvapak 1k or 2k primer at 3.0 – 4.0 Mils DFT
   2. Stripe Coat:
      a. Sherwin-Williams Macropoxy 646 FC 2.5-4.0 Mils DFT
   3. Finish Coat:
      a. Sherwin-Williams Macropoxy 646 FC 8.0 – 10.0 Mils DFT

D. Exterior Coating System: AWWA D102 OCS#6
   1. Shop Prime/Field Prime:
      a. Sherwin-Williams Corothane I Galvapak 1k or 2k primer at 2.5 – 4.0 mils DFT
   2. Stripe coat on weld seams, edges, and touch-up:
      a. Sherwin-Williams Macropoxy 646FC
   3. Intermediate Coat:
      a. Sherwin-Williams Macropoxy 646FC at 3.0 – 5.0 Mils DFT
   4. Finish Coat:
      a. Sherwin-Williams Acrolon Ultra at 2.0 – 5.0 Mils FT
   5. Graphics Design:
      a. Sherwin Williams Acrolon Ultra at 2.0-3.0 Mils DFT
      b. Logo to match existing elevated water tower in size, font, style, and color; final thickness and color to be chosen by Owner.
      c. Provide a color mock up graphic of the exterior color scheme including exterior paint color, wording and font, font size, and color band height. Owner to review and approve prior to painting exterior of tank.
   6. The exterior coating system shall be applied when the relative humidity is less than 80% and the temperature above 60 degrees F.
   7. The Owner shall be entitled to choose a color of his preference without any extra cost from a selection of standard exterior finish colors available from the manufacturer of the exterior coating system. Initial choice may be a white to an off-white color. Top coating shall provide for a high gloss finish.
   8. The Contractor shall apply, at his own expense, an additional finish coat(s) if the total dry film thickness of 6.5 mils is not obtained with the first finish coat in accordance with AWWA D102.

E. Coating And Lining Products - Sealants
   1. Interior and Exterior Seam Sealer and Pit Filler: As recommended by manufacturer
   2. Exterior Sealant: As recommended by manufacturer

3.3 CLEANING AND PAINTING

A. The Contractor shall thoroughly clean all surfaces, furnish all labor, machinery, tools, rigging, brushes, and all cleaning and painting materials included under this contract.

B. In general, the painting work of this part of the specifications shall include the field painting of all metal surfaces which are not buried in earth or masonry (except aluminum, bronze, copper, stainless steel and machined or finished surfaces), masonry surfaces where called for, and all pipe and pipe insulation, where required or specified. Work shall include the furnishing and painting necessary for the proper completion of the work of this contract. The painting shall be in compliance with AWWA Standard D 102.

C. All coating materials applied to the interior and/or exterior of the tank shall be of the same manufacturer.

D. All coating materials in contact with water shall be NSF61 certified.

E. Unless otherwise specified herein, all paint, primers varnishes and sealer shall be delivered to the job site in their original, unbroken containers, not exceeding five (5) gallons in capacity, each with the manufacturer's stamp and contents of can plainly marked thereon. Agitator barrels may be used for shipment and storage of paints, provided the Engineer's approval for same has been received. No paint or thinner containers shall be opened until the Engineer's inspection and approval has been received.

F. The mixing, thinning and application of all paints herein specified and approved, shall meet in full the recommendations of the respective manufacturers, in regard to weather and temperature, in particular for application and the use and type of thinner.

G. It is the intent of the contract to require a finished and professional appearance on all surfaces and all surfaces shall be properly protected from corrosion as specified.

H. Notice to Contractors and Subcontractors: Village of Lyons will be Specifying and Enforcing Contractor Certification requirements for surface preparation or coating application requirements as stated at the end of this spec.

3.4 PREPARATION OF SURFACES

A. Care shall be taken so as not to injure the elevated tank in any way. No hammer in excess of 3 lb. in weight shall be used on the tank. All steel surfaces shall be properly cleaned in strict accordance with the Steel Structures Painting Council Specifications SSPC-SP-10 "Near White Metal Blast Cleaning", latest edition. After cleaning, all surfaces shall be thoroughly and completely cleaned of any residue or

dust and primed. The prime coat shall be applied before any surface rusting or soiling can recur.

3.5 APPLICATION

A. The method of application shall be in accordance with the manufacturer's recommended procedures.

B. Manufacturer's time, temperature, and humidity requirements pertaining to application conditions and curing conditions between successive coats shall be observed in order to assure proper intercoat adhesion.

C. Paint shall not be applied to wet or damp surfaces, or when the humidity exceeds 80%. Unless otherwise specified herein, paint shall not be applied when the atmospheric temperature and/or steel temperature is less than 40 degrees F. for continued 24 hour periods before the paint is dry. Also, paint shall not be applied when the combination of steel and atmospheric temperatures along with the humidity is such that condensation might form on the surface to be painted.

D. Sufficient heating and ventilating shall be provided at the Contractor's expense to keep the atmosphere and surfaces to be painted dry and warm until the paint has cured. The Contractor shall provide and use forced ventilation to evacuate vaporized paint solvents from the tank, generally as they are released from the paint film, so as to not delay the progress of the work. Any painting found to be defective shall be cleaned off and repainted as the Engineer may order. Previous coats of paint must be dry before the addition of new coats, which in general, will be according to the manufacturer's recommendations in warm weather, and longer in cold, damp weather, or in cold damp location. Before acceptance of the work, all damaged surfaces of paint shall be cleaned and repainted or touched up as ordered by the Engineer. All paint shall be applied in strict conformance with manufacturer's specifications/instructions.

E. Each coat of paint shall be tinted to make it distinguishable from preceding coats.

3.6 PROTECTION

A. During the construction period, all electrical, mechanical and other equipment, apparatus and surfaces shall be protected from paint drippings and/or overspray by means of tarpaulins, burlap, wooden housing or other approved means of protection.

B. Provide exterior containment system to prevent overspray to nearby properties, vehicles, or equipment. Containment system to be designed by an Ohio licensed structural engineer.

3.7 DISINFECTION PROCEDURE

A. Sufficient cure, per the manufacturer's recommendations, of the final coat on the interior wet surface shall be allowed before the elevated tank is sterilized and filled with water.

B. The tank shall be sterilized per the requirements of AWWA C652 Chlorination Method No. 2 or 3.

C. The Owner, free of charge to the Contractor, shall furnish and dispose of sufficient water for testing and sterilization. The water shall be at proper pressure to fill the tank to the maximum working level. Any leaks in the tank that are disclosed by this test shall be repaired by gouging out defective areas and re-welding. No repair work shall be done on any joint unless the water in the tank is at least 2 feet below the joint being repaired. Any paint damaged by repairs shall be properly restored.

D. Upon completion of the sterilization procedure, the Owner or his representative shall arrange and bear the cost of any bacteriological testing of water samples from the tank that may be required. The tank shall not be placed in service until safe test results are obtained.

3.8 INSPECTION

A. Inspection procedures for the steel tank shall be required by AWWA D100, Section 11 – Inspection. Radiographic inspection of full penetration butt-welded joints shall be inspected by a third party inspection company retained by the Owner.

B. All cleaning and painting shall be subject to inspection by the Owner or the Engineer. The Owner reserves the right to inspect all cleaned surfaces prior to subsequent paint applications.

C. The dry film thickness and uniformity of the coatings shall be measured using a properly calibrated Elcometer, Microtest gauge or other gauge as approved by the Engineer, which shall be supplied by the Contractor and available for use on the site. Where film thickness measurements are in conflict, the Engineer's measurement shall prevail.

D. The finish coating on all surfaces shall be completely without defects that would permit moisture penetration when tested according to the low-voltage, wet-sponge method.

E. Any deficiencies in thickness or integrity shall be corrected by applying additional finish coats, at the expense of the Contractor.

F. Coating cure (Dry) of the Interior Coating System (Wet Surfaces) shall be monitored and documented in accordance with the coating manufacturers' product data sheet (PDS).

3.9 SAFETY PRECAUTIONS

A. The Contractor shall provide adequate and proper lighting and ventilation of the tank interior and all necessary equipment such as blowers, exhaust fans, air masks, non-sparking tools, and any other appurtenances and procedures required for the provision of a safe working environment. Manufacturer's precautions in the use and handling of materials shall be strictly adhered to.

3.10 REINSPECTION

A. After a period of ten (10) months, but not in excess of fourteen (14) months, the tank will be drained and inspected utilizing a remote tank inspection camera for durability of the work and shall include the paint (adherence, pin holes, etc.), pit repairs, seam repairs, etc. All impairments shall be corrected at the expense of the Contractor and at the Owner's convenience.

3.11 MEASUREMENT

A. For payment purposes, the elevated steel tank will be measured as a "unit of work" performed under these specifications, after it has been furnished, installed, tested, disinfected, painted and accepted for normal, continuous service by the Owner.

B. This "unit of work" shall also include all appurtenances as described herein or as shown on the drawings together with the furnishing of all labor, materials, tools and appliances needed to complete the work as specified or as shown.

3.12 PAYMENT

A. Lump Sum, refer to "Prices to Include" in the Bidding Documents.

3.13 GEOTECHNICAL INVESTIGATION

A. The awarded bidder shall perform their own independent inspections to supplement the data attached to this specification.

B. See attached Technical Data from previous geotechnical investigations.

END OF SECTION 331619

SECTION 334100 - STORM DRAINAGE SYSTEM

PART 1 GENERAL

1.1 SUMMARY

A. Furnishing all labor, materials, tools, equipment, and services for all storm sewers as shown on the Drawings.

B. Although such is not specifically indicated, furnish and install all supplementary or miscellaneous items, appurtenances and devices incidental to or necessary for a functional and complete installation.

1.2 RELATED DOCUMENTS AND SECTIONS

A. Drawings and general provisions of the Contract, including General Conditions, Supplementary Conditions (if included), and Division 1 Specifications Sections, apply to this section.

B. Section 013119 – Project Meetings

C. Section 013543 – Environmental Protection

D. Section 013319 – Field Testing Reporting

E. Section 013326 – Product Testing and Certifying

F. Section 014126 – General Regulations and Permits

G. Section 014323 - Qualifications of Tradesmen

H. Section 016600 – Product Handling and Protection

1.3 PRODUCTS INSTALLED BUT NOT FURNISHED UNDER THIS SECTION

A. Granular pipe bedding and cover material specified in Section 310000 - Earthwork

B. Special backfill material specified in Section 310000 - Earthwork

1.4 SUBMITTALS

A. Product Data
   1. PVC pipe, each type specified
   2. Manhole castings

3. Precast concrete manholes and catch basins
4. Manhole steps

B. Shop Drawings
1. Precast concrete manhole and catch basin showing:
a. Orientation plan for each manhole or inlet indicating where all pipes connect.
b. The size and elevation of connecting pipes.
c. Details of drop connections.
d. Invert concrete channeling details.
e. Pipe to manhole connection details.
f. Casting and step orientation.

C. Samples

D. Quality Control Submittals
1. Design Data
2. Test Reports
3. Certificates
a. Evidence of current membership in specified manufacturer's associations.
b. Evidence of ODOT precertification for the manufacturing RCP pipe.
c. Evidence of National Precast Concrete Association (NPCA) certification for the manufacture of precast concrete manholes, inlets and catch basins.
4. Manufacturers Instructions

E. Contract Closeout Submittals
1. Project Record Documents
2. Operation and Maintenance

1.5 REFERENCES

A. ASTM A-48 Standard Specification for Gray Iron Castings

B. ASTM C-55 Standard Specification for Concrete Building Brick

C. ASTM C-139 Standard Specification for Concrete Masonry Units for Construction of Catch Basins and Manholes

D. ASTM C-150 Standard Specification for Portland Cement

E. ASTM C-270 Standard Specification for Mortar for Unit Masonry

F. ASTM C-443 Standard Specifications for Joints for Concrete Pipe and Manholes, Using Rubber Gaskets

G. ASTM C-478 Standard Specifications for Precast Reinforced Concrete Manhole Sections

H. ASTM C-990 Standard Specification for Joints for Concrete Pipe, Manholes, and Precast Box Sections Using Preformed Flexible Joint Sealants

I. ASTM C-1173 Standard Specification for Flexible Transition Couplings for Underground Piping Systems

J. ASTM D-2321 Standard Practice for Underground Installation of Flexible Thermoplastic Sewer Pipe

K. ASTM D-3034 Standard Specification for Type PSM Poly(Vinyl Chloride) (PVC) Sewer Pipe and Fittings

L. ASTM D-3212 Standard Specification for Joints for Drain and Sewer Plastic Pipes Using Flexible Elastomeric Seals

M. ASTM F-477 Standard Specification for Elastomeric Seals (Gaskets) for Joining Plastic Pipe

N. ASTM F-1336 Standard Specification for Poly(Vinyl Chloride) (PVC) Gasketed Sewer Fittings

O. ANSI/AWWA C111/A21.11 American National Standard for Rubber-Gasket Joints for Ductile-Iron and Gray-Iron Pressure Pipe and Fittings

P. AWWA C900 Polyvinyl Chloride (PVC) Pressure Pipe, 4 in. Through 12 in., for Water Distribution

Q. State of Ohio - Department of Transportation - Construction and Material Specifications as amended to date, Item 703.03, Fine Aggregate for Mortar or Grout.

R. State of Ohio - Department of Transportation - Construction and Material Specifications as amended to date, Item 706.10, Bituminous Pipe Joint Filler

S. State of Ohio - Department of Transportation - Construction and Material Specifications as amended to date, Item 706.13, Precast Reinforced Concrete Manhole Riser Sections, Catch Basin and Inlet Tops, and Temporary Barrier

1.7 QUALITY ASSURANCE

A. Comply with all provisions of Section 014323 – Qualifications of Tradesmen.

B. Comply with all provisions of Section 014126 – General Regulations and Permits.

C. Field samples shall comply with Section 013319 – Field Test Reporting and Section 013326 – Product Testing and Certifying.

D. Before and during installation, the Contractor shall comply with provisions under Section 013119 – Project Meetings.

E. All pipes, fittings, catch basins, manholes, and appurtenances shall be appropriately marked for identification purposes. The materials, methods of manufacture, and completed components shall be subjected to inspection and rejection at all times. The OWNER and ENGINEER reserve the right to inspect all stormwater system components during fabrication, delivery, and installation to ensure compliance with project specific standards.

1.8 PROJECT CONDITIONS

A. Environmental Requirements
   1. Comply with all provisions of Section 013543 – Environmental Protection at all times.

B. Existing Conditions
   1. Verify locations of underground utilities.
   2. Protect existing structures and utilities from damage. Repair if damaged by this work.
   3. Do not change pipe sizes without securing written approval of Engineer.

C. Field Measurements
   1. If it becomes necessary to change location of storm drainage lines due to underground utility interference, secure approval of Engineer.
   2. If Contractor initiated, make changes approved by the Engineer without added cost to Owner.

1.9 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. Perform no pipe work in fill areas until embankment or fill has been completed to at least two (2) feet above proposed top of pipe and fill has been properly compacted.

PART 2 - PRODUCTS

2.1 PIPE

A. Polyvinyl Chloride Pipe (PVC) 4" - 15" Diameter
   1. All polyvinyl chloride pipe in this size range shall conform to ASTM D-3034 *SDR 26*, shall be integral bell and spigot type, with joints conforming to ASTM D-3212 and elastomeric seals conforming to ASTM F-477.
   2. All pipe and fittings shall be marked or stenciled in conformance with ASTM D-3034. All gaskets shall be marked or stenciled with the ASTM specification designation, name or trademark of the manufacturer, and pipe size.
   3. Acceptable manufacturers shall be current members of the Uni-Bell Plastic Pipe Association.

2.2 PRECAST REINFORCED CONCRETE MANHOLE RISER SECTIONS, INLETS AND CATCH BASINS

A. All precast concrete units shall conform to ASTM C-478 and ODOT Item 706.13.

B. Joints between manhole units shall be gasketed and shall comply with the requirements of ASTM C-443. All gaskets shall be marked or stenciled with the ASTM specification designation, name or trademark of the manufacturer, and pipe size.

C. Joints between inlet or catch basin sections shall be sealed with material conforming to ODOT Item 706.10.

D. The standard length of manhole riser units shall be 48 inches. Lengths of 32 inches or 16 inches shall be used to meet required dimensions.

E. Openings for connecting pipes in riser units, bottom riser units, integral base units, and for access in flat slabs shall be preformed or cored by the manufacturer. Cut-out openings shall be made immediately after the pipe is removed from the casting form.

F. Connectors between new precast concrete manholes and pipes shall be made by casting the connector integrally with the manhole wall. The connectors shall be "X-Cel" Type as manufactured by A-Lok Products; or an approved equivalent.

G. All openings in existing manholes, inlets or catch basins shall be field cored.

H. Annular spaces at pipe entrances shall be field sealed with a one component, hydraulic cement based, fast setting repair mortar equal to Thoro Products Waterplug as manufactured by ChemRex Inc., Shakopee, MN.

I. The top four (4) inches to twelve (12) inches of the manhole shall provide for adjustment of casting to grade. Adjustment shall be through the use of a maximum of two (2) precast concrete adjusting collars.

J. Precast concrete shall be manufactured by an NPCA certified plant.

2.3 MANHOLE STEPS

A. All steps shall be minimum of twelve (12) inches in width with safety side lugs to prevent slipping and shall conform to the latest OSHA requirements. Manhole steps shall be of polypropylene plastic reinforced with a 3/8", No. 60 grade epoxy coated reinforcing rod.

B. Manhole steps shall conform to the requirements of ASTM C-478.

C. Acceptable manufacturers are:
1. American Step Company, Inc.
2. Lane International, Inc.
3. M. A. Industries, Inc.

2.4 CASTINGS

A. All castings shall be true to pattern and free from cracks, gas holes, flaws and excessive shrinkage. Surfaces shall be free from burnt-on sand and shall be reasonably smooth. Runners, fins, risers and other cast-on pieces shall be removed. Castings for frames, grates, covers and for any other purpose under these specifications shall conform to all the requirements for Class No. 35B for Gray Iron Castings conforming to ASTM A-48. All castings shall be commercially machineable and, in the case of manholes, the frame and cover shall be so machined that it will be impossible to rock the cover after it has been seated in the proper position in the frame.
1. Frames, grates and covers shall be as detailed on the Drawings.

2. Frame, grate, and cover shall be painted with one coat of the manufacturer’s standard asphaltum paint.

B. Acceptable manufacturers are:
1. East Jordan Iron Works
2. Neenah

2.5 COUPLINGS

A. Couplings for connecting dissimilar pipe materials or pipe sizes shall be a rubber type coupling with a sealing "O" ring under each of two sealing clamp bands and a

Type 316 stainless steel shear ring. Coupling shall be manufactured with natural and synthetic rubbers conforming to ASTM C 425 and ASTM C 1173.

B. Coupling shall be Flex-Seal Adjustable Repair Coupling as manufactured by the Mission Rubber Company, Corona, CA, or approved equal.

PART 3 - INSTALLATION

3.1 ALIGNMENT AND GRADE

A. Horizontal and Vertical Control
   1. All horizontal and vertical control required for the complete layout and performance of the Work under this contract shall be done by a registered surveyor at the Contractor's expense, and any observations by the Engineer of the Contractor's methods will not relieve the Contractor of his responsibility.
   2. The Contractor shall be solely responsible for the accuracy of all horizontal and vertical control.

B. Alignment and grade shall be established by means of a laser beam.

C. The Contractor shall furnish all material and labor to establish line and grade of the generated laser beam from the benchmarks and control points indicated on the Drawings. The laser shall be securely anchored and checked periodically by the Contractor. The laser calibration shall be demonstrated when requested by the Engineer. Strict adherence to the manufacturer's operation procedure shall be observed. Only qualified and trained employees may be assigned to install, adjust, or operate laser equipment, and proof of qualifications of the equipment operator must be available at all times. Areas in which lasers are used must be posted with standard laser warning placards, and the laser beam shall be turned off when not needed. During rain, snow, dust, excessive heat, or fog the operation of laser systems shall be prohibited where practicable because of beam scatter.

3.2 PIPE INSTALLATION

A. All pipe installation shall conform to the trench and bedding details shown on the Drawings.

B. PVC pipe shall be installed in full compliance with ASTM D-2321.

C. Only one type and strength of pipe shall be used between any two consecutive manholes, unless otherwise shown on the Drawings.

D. After the trench has been excavated and the pipe bedded , the pipe shall be laid to the line and grade as shown on the Drawings. All joints shall be made as hereinafter specified. In no case shall any material except bedding material be placed under the bell of the pipe to secure proper grade.

E. Prior to being lowered into the trench, each pipe shall be carefully inspected and those which are damaged or not meeting the specified requirements shall be rejected and clearly marked as rejected and removed from the Work. Satisfactory means shall be used to hold the pipe in line until embedment of pipe is complete. Precautions shall be taken to insure that the spigot end of the pipe being laid is pushed the proper depth into the bell of the preceding pipe.

F. All conduit shall be laid starting at the outlet end and laid with the bell end upstream.

G. In no case shall more than thirty (30) feet of trench be opened in advance of the pipe laying operations.

H. Conduit shall not be laid in water, mud, or any otherwise unsuitable trench No drainage shall run through the newly laid pipe. All sewers shall be temporarily capped with a watertight seal at the open ends at the completion of each day's work and no drainage water shall be permitted to flow through the sewer.

I. All trenches and excavations shall be backfilled as specified as soon as possible after the pipe is laid and jointed. Where concrete encasement or cradle is used, pipe shall not be backfilled for at least twenty four (24) hours after placing concrete except that pipe may be covered to a depth of not to exceed sixteen (16) inches over the top of the pipe.

3.3 JOINTING

A. Polyvinyl Chloride (PVC) Pipe
   1. Dust, dirt and foreign matter shall be removed from joint surfaces. When jointing pipe using the required compression type joint, a lubricant recommended by the gasket manufacturer shall be used. The gasket shall be lubricated by drawing it through lubricant held in the hand of the worker, thus coating the entire surface of the gasket.
   2. When laying the pipe in concrete bedding, care shall be exercised to prevent the joint materials from coming in contact with the fresh concrete until after the joint has been completed.

3.4 PERMISSIBLE DEFLECTION AT JOINTS

A. No pipe deflections or springing of joints, to effect a change in direction will be allowed, except by permission or direction of the Engineer, or as shown on the Drawings. Any permitted or directed deflection shall be a maximum of 80 percent of the allowable deflection value established by the pipe manufacturer.

3.5 MANHOLES

A. Build each manhole to dimensions shown on Drawings and at such elevation that pipe sections built into wall of manhole will be true extensions of line of pipe.

B. Set frames for manholes, within areas to be paved, to final grade. In asphalt pavement, surround frames set to grade with a ring of compacted asphalt concrete base material immediately after backfilling operations are complete. Place asphalt concrete mixture up to one (1) inch below top of frame, slope to grade, and compact with hand tamp.

C. Storm manholes shall be constructed of precast concrete manhole sections, concrete masonry block, or concrete brick.

D. Precast Concrete Manholes
   1. Precast bases shall be placed on a bed of crushed gravel or crushed limestone, meeting AASHTO M 43 gradation, having a minimum thickness of three (3) inches. The bedding shall be compacted and provide uniform support for the entire area of the base.
   2. Provision shall be made for a minimum of four (4) inches and a maximum of twelve (12) inches of precast concrete grade rings between the uppermost precast section and the bottom of the cast iron manhole frame in order to set manhole cover to grade.
   3. No more than two lifting holes or other lifting devices shall be utilized for handling the precast sections. All lifting holes shall be acceptably sealed with a hydraulic cement based, fast setting repair mortar, meeting the requirements of Article 2.2 of this Section, prior to backfilling around the manhole.
   4. Inverts shall be formed to the equivalent of half-pipes in concrete and as follows:
      a. Carry concrete out to the manhole wall with a slope of ½ in./ft. from the top of the half-pipe.
      b. The bottoms of all manholes shall be channeled to conduct flow in the planned direction. Channels shall be the true shape of the lower half of the sewer pipe and shall match inverts of connecting pipe at the manhole wall.

3.6 INLETS AND CATCH BASINS

A. Catch basins and inlets shall be built in accordance with the Drawings. Precast units shall be placed on a sand bed having a minimum thickness of three (3) inches. The bedding shall be compacted and provide uniform support for the entire area of the base.

B. Set frames for catch basins and inlets, within areas to be paved, to final grade. Surround frames set to grade with a ring of compacted asphalt concrete base material immediately after backfilling operations are complete. Place asphalt concrete mixture up to one (1) inch below top of frame, slope to grade, and compact with hand tamp.

3.7 MAINTAINING FLOW

A. The Contractor shall be required to maintain the flow in all existing live sewers during construction and the method employed shall be approved by the Engineer.

3.8 REPLACING, MOVING AND REPAIRING OF EXISTING UTILITIES

A. The Contractor shall replace, move, support, or repair and maintain all pipes for water, steam, air or gas, and all wire conduit(s), and all other structures encountered in the work and repair all damage done to any of the said structures and appurtenances through his acts or neglect and shall keep them in repair during the life of the Contract. The Contractor shall in all cases leave them in as good condition as they were previous to the commencement of the work and to the full satisfaction of the Owner.

3.9 CONNECTION TO EXISTING SEWER SYSTEM

A. The Contractor shall make connections to the existing sewer system as shown on the Drawings. The connections shall be made by the Contractor at such hours that will cause the least disturbance to the flow in the existing sewer system. The Contractor, however, shall notify the Engineer at least five working days in advance of the time he desires to make the connections and no such connections shall be made until the permission of the Engineer is obtained.

3.10 CLEAN-UP

A. Before final acceptance for the Work, the Contractor shall clear the sewers of any mortar, dirt or other refuse that may have been left or accumulated in the sewers. All manholes and other structures shall be cleared of all forms, scaffolding, bulkheads, centering, surplus mortar, rubbish or dirt and left in a clean and proper condition.

3.11 DEFECTS TO BE MADE GOOD

A. If, at any time before the completion of the contract, any broken pipes, or any defects, are found in the storm sewers or in any of their appurtenances, the Contractor shall cause the same to be removed and replaced by proper material and workmanship, without extra compensation for the labor and material required. All materials shall be carefully examined by the Contractor for defects before placing and any found defective shall not be placed in the line.

END OF SECTION 334100

SECTION 464146.01 - THM AERATION SYSTEM – PSI TECHNOLOGIES

PART 1 - GENERAL

1.01 SCOPE

A. This section covers THM Aeration System, which consists of three general component categories each specified in this section: an air handling system, a tank mixing system, and a surface aeration system. These three components shall be provided by a single manufacturer, and shall be designed to operate in union and be controlled by a single integrated control panel to deliver the specified THM removal rate.

1. The air handling system shall consist of one (1) 0.5 HP independent roof mounted blower(s), designed for continual use on water storage tanks. Each vent shall have the ability to function continuously on a year-round basis, to ensure efficient air circulation within the headspace of the tank and proper ventilation by forcing air into the tank interior. Each vent shall consist of a treated, corrosion resistant, aluminum housing that protects a high efficiency fan blade and includes an aluminum mesh and frost resistant intake screen manufactured for potable water storage tanks.

2. The tank mixing system shall consist of one (1) 0.5 HP mixer(s) intended for continuous use while submersed in potable water storage tanks. Each mixer shall have the ability to function continuously on a 24-hour per day year-round basis, regardless of drain and fill cycles. Each mixer shall consist of a water-filled submersible motor and a spiral-shaped nozzle. The mixer shall be suitable for use in potable water and shall be NSF-61 certified.

3. The surface aeration system shall consist of one (1) 3.0 horsepower (HP) floating aerators. The aerator shall consist of a motor, a direct drive impeller driven at a constant speed, a volute/intake cone, and an integral flotation unit. The aerator shall be suitable for use in potable water and shall be NSF-61 certified.

1.02 SYSTEM REQUIREMENTS

A. The CONTRACTOR shall furnish and install air handling, mixing and aeration systems together with all drives, motors, controls, power and communications connections, piping and accessories necessary for a complete and operable system.

B. The CONTRACTOR shall furnish electrical service in conduit with a 240V 1-phase GFCI-protected disconnect switch and circuit breaker up to the point of installation of the integrated control panel at or near the base of the tank.

C. THM Aeration System components shall be recommended based on the following tank operational parameters:

Tank Name	Lyons Water Tower
Tank Type	Steel Pedestal Tank
Tank Volume (gal)	100,000
Tank Inside Diameter (ft)	26’
Tank Wall Height (TH) (ft)	22’
Power Available (volts/phase)	240V/1-phase
Average Turnover (gpd)	62,000
High Water Level (HWL) (ft)	892’
Low Water Level (LWL) (ft)	870’
Minimum Headspace Height (ft)	4

D. The total horsepower of all system components including aerators, blowers and mixers shall be less than or equal to 4 HP. Systems with a combined horsepower over 4 shall not be accepted.

E. All components internal to the potable water elevated storage tank or in contact with potable water shall be NSF-61 certified.

F. Provide and install all accessories necessary for a complete and operational system.

1.03 REFERENCE SPECIFICATIONS, CODES AND STANDARDS

A. Comply with the applicable reference specification as specified in the General Requirements

B. Occupational Safety and Health Administration (OSHA).

C. NSF/ANSI Standard 61

1.04 SUBMITTALS

A. The following sections shall be included:
1. General equipment specifications and data sheets
2. Installation instructions
3. Factory operation and maintenance manual
4. Factory-recommended maintenance schedule
5. Wiring diagrams specifying what electrical wiring needs to be done onsite during and prior to the installation, and by which responsible party

1.05 QUALITY ASSURANCE

A. Each component of the THM Aeration System, as listed above, shall be tested prior to deployment according to standard engineering practices at the factory testing facilities.

1.06 WARRANTY

A. For the period of time beginning with shipment to Buyer and ending on the time periods listed below, the Product is warranted to be substantially free from defects in material and workmanship and to conform to Seller's specifications applicable to the Product –
   1. Five (5) years for tank mixing system
   2. One (2) year for air handling system
   3. One (2) year for surface aeration system
   4. Two (2) years labor

PART 2 - PRODUCTS

2.01 PERFORMANCE

A. Ventilation unit must be demonstrated to be effective at lowering THM levels as part of a mixing/aeration system in a water storage tank and have been installed in at least 5 other water storage tanks where it has been demonstrated to substantially contribute to the reduction of THM levels.

B. Ventilation unit must be demonstrated to completely ventilate the air volume inside a water storage tank often enough to provide 25% minimum THM removal percentage.

C. Mixing system shall completely mix reservoir according to the following minimum performance requirements. These requirements can be measured and validated after installation by operators with readily available tools such as temperature probes and total chlorine grab samplers.
   1. Temperature Uniformity
      All temperatures shall converge to within 0.50°C (0.9°F) within 24 hours after mixer is installed and activated
   2. Disinfectant Residual Uniformity
      Disinfectant residual within top five feet of tank and bottom five feet of tank will converge to within 0.20 ppm within 24 hours after mixer is installed and activated. During continuous operation of the mixer, under normal disinfectant dosing parameters, disinfectant residual will converge to within 0.20 ppm at least once every 24 hours.

D. The THM Aeration System shall be guaranteed to remove 24% of the trihalomethanes from the water within the tank or reservoir in which the THM Aeration System is installed subject to the tank operational parameters provided in Section 1.02.C. Accuracy of the tank operational parameters is a precondition to the removal guarantee. The OWNER is responsible to maintain and supply complete and accurate records sufficient to demonstrate that the tank is operated and maintained within the tank operational parameters through the period prior to and during the validation of the THM Aeration System.

2.02 AIR HANDLING SYSTEM

A. The TTHM removal vent is an active ventilation system for drinking water storage tanks designed to be installed at the roof of the storage tank. It is design to ensure efficient air circulation within the headspace of the tank and proper ventilation by forcing air into the tank interior.

B. Each ventilation unit shall be capable for a minimum air flow of 1,500 cfm.

C. Exterior panels shall be heavy gauge powder-coated aluminum.

D. Screen panels shall be heavy gauge aluminum 4x4 mesh.

E. The vent unit shall be supplied with a factory-mounted NEMA 1 safety disconnect switch.

F. The vent unit shall have a 0.5 HP motor and operate on a standard 240VAC, 1-phase power requirement provided by the Integrated Control Panel.

G. The vent unit must be demonstrated to be effective at lowering THM levels as part of a mixing/aeration system in a water storage tank and have been installed in at least 5 other water storage tanks where it has been demonstrated to substantially contribute to the reduction of THM levels.

H. Ventilation unit must be demonstrated to completely ventilate the air volume inside a water storage tank.

2.03 TANK MIXING SYSTEM

A. Mixing system consists of a nozzle mounted in a submersible stainless steel casing. System is lowered to the tank floor and creates a vertical flow pattern inside the tank. Devices with an externally mounted pump shall not be acceptable. Mixer shall weigh less than 40 pounds and able to be hoisted, installed, and/or removed by on-site personnel without additional equipment needed, and so there is no crush hazard or entanglement hazard present, and so that weight of mixer on tank floor does not cause damage to interior coating.

B. Mixing system inlet shall be elevated at a minimum of 6 inches above tank floor to avoid disturbing accumulated tank sediment or entraining particles and causing accelerated wear of moving parts.

C. Mixers using submersible pump with slit or “water sheet” or horizontal motor mounting designs are not acceptable.

D. Mixer shall include a buoyancy mechanism to keep nozzle pointing upright no matter the angle of the tank floor.

E. Mixers shall include integrated power cable as a lowering mechanism for simplicity.

F. Mixer provider must have more than 50 installation of similar equipment in potable water tank.

G. Mixers shall have no oil-filled parts.

H. All wet-side mixer components shall be certified by NSF to the NSF/ANSI Standard 61.

I. No maintenance required on the wet-side components in typical potable water application.

J. No passive mixing system allowed.

K. Equipment entering the tank shall not adhere to, scratch or otherwise cause damage to the internal tank coating or put undue stress on the materials of the tank construction. Equipment shall fit through a standard hatch of size 12-inch x 12-inch or larger. OWNER may prefer to puncture sidewall or ceiling of tank (in place of puncturing the hatchway) to allow motor cable entry into the tank for ease of installation and protection against freezing/ice damage.

L. Each submersible mixer shall consist of the following components:
   1. Nozzle
      a. AISI Type 316 Stainless Steel
   2. Motor
      a. AISI Type 304 Stainless Steel Body
      b. Chlorine/Chloramine resistant rubber seals
      c. Fully submersible
      d. Low power (0.5 HP maximum)
   3. Nozzle housing
      a. AISI Type 316 Stainless Steel
      b. Brush finish to minimize surface corrosion
      c. Buoyancy mechanism to keep nozzle pointing upright no matter the angle of the tank floor
      d. Chlorine/chloramine resistant rubber foot pad to avoid scratching tank floor
      e. Integrated power cable and lowering mechanism for simplicity
   4. Mounting
      a. AISI Type 316 Stainless Steel
      b. Three detachable legs or pedestal mount
      c. NSF/ANSI Standard 61 certified EPDM rubber, non-skid, non-scratch feet or insulating pad
      d. Attachments secure motor cable away from impeller
      e. Overall weight of wet-side unit not to exceed 50 lbs. to avoid damaging tank floor
      f. Overall height of unit not to exceed 5 ft.

2.04 SURFACE AERATION SYSTEM

A. Aerator Drive Motor
   1. The motor shall deliver 3.0 horsepower and shall be wired for 240 volt, 60 cycle, 1 phase service.

2. The motor shall be totally enclosed; fan cooled, and shall be all 304 stainless steel construction including housing and rain cap.
3. The motor windings shall be non-hygroscopic, and insulation shall equal or exceed NEMA Class "H", be rated for 65 C ambient, and shall have a 1.15 service factor.
4. Motors shall be Class 1, Div 2, Group D.
5. Unit shall operate at 1800 RPM.
6. All through bolts, nuts, and screws shall be of type 18-8 stainless steel or better.
7. A stainless steel nameplate shall be provided with each motor and shall be securely fastened thereto. The voltage, speed, insulation class, amperage, service factor, wiring diagram, motor serial number, and the MANUFACTURER's name and address shall be steel stamped or otherwise permanently marked.
8. The motor shall be a stainless steel washdown motor and shall be primed. Painted motors shall not be accepted.

B. Motor Shaft
1. Unit shall have a one-piece motor shaft continuous from the top motor bearing, through the lower bearing and down to and through the propeller. This shaft shall have a minimum diameter of 1.250 inches and be manufactured from type 316 stainless steel.

C. Motor Bearing
1. Motor bearings shall be regreasable. Sealed bearings are not acceptable. Top bearing shall be shielded on the bottom side only. Bottom bearing shall be open.
2. The top and bottom motor bearings shall be of the combined radial and axial thrust type and shall be packed at the factory.
3. The lower motor bearing inner race shall be locked to the motor shaft via a special washer and locking nut arrangement. The shaft shall be threaded just below the lower bearing and shall have a keyway cut into the motor shaft. This key shall accept a tab from the I.D. of the locking washer, and the locking nut shall have recesses to accept a tab from the O.D. of the locking washer to prevent the nut from backing off.
4. The bottom motor bearing shall be protected from ingress of water by a bearing isolator.

D. Diffusion Head
1. The design of the diffusion head shall be such that the liquid spray will discharge at angle of 90° to the motor shaft, and over a 360° pattern in the horizontal plane, and shall be a 304 or 316 stainless steel monolithic casting.
2. The diffusion head shall contain an anti-deflection journal insert to limit the radial deflection of the motor shaft.
3. This anti-deflection journal insert shall be located in the lower extremity of the diffusion head, approximately one-half the distance between the motor base and the lower end of the shaft.
4. The journal insert shall be a minimum of 0.060 inches larger through the bore than the diameter of the motor shaft.
5. There shall be a fluid deflector located on the motor shaft immediately below the anti-deflection journal, which shall cover completely the anti-deflection journal insert and the lower portion of the diffusion head.

6. This fluid deflector shall be held to the motor shaft with set screws.
7. The diffusion head shall be designed to be clog-proof in potable water applications, as defined as allowing passage of objects up to 3 inches in diameter.

E. Propeller
1. The propeller shall be a two-blade, left-handed, marine type precision casting of 316 stainless steel, 8.25 inches in diameter, and shall be specifically designed for the application intended. The propeller shall have a diameter not allowing a greater clearance with the volute of 3/8 inches.
2. Each propeller blade shall be pitched so that the pitch angle and rake angle are within ± 2 percent of the other blade(s).
3. The propeller shall be pitched so that the drive motor is loaded between 88% and 94% of full load nameplate horsepower.
4. Units using inclined screw impellers will not be acceptable.
5. The propeller must be attached to the motor shaft with a key and set collar, or attached to the motor shaft with a stainless steel pin and set screw. No tapered, threaded shafts with nut fasteners will be acceptable.

F. Volute
1. The propeller shall operate in a volute made of 304 stainless steel and shall be a minimum of 9 inches in diameter. It shall be round and true so that propeller blade tip clearance is uniform within the volute as it rotates. The volute shall have a minimum of 0.135 inches in wall thickness, and a minimum of four full-length stainless steel gussets shall be welded on a 90-degree spacing around the circumference of the volute between the top flange and bottom flange.
2. The volute shall have a large machined flange at its top extremity that completely encircles the volute, and this flange shall match a similar flange on the bottom of the diffusion head to provide for a bolted, machined flange-to-flange fit to provide uniform distribution of the dynamic loads generated by the propeller and the static weight of the motor and drive. A 360-degree machined index in the upper flange shall provide concentric alignment of the propeller in the volute by engaging the inside diameter of the mating flange on the diffusion head. Bolt holes alone will not be acceptable to locate the important alignment of the propeller.

G. Intake Cone
1. The intake cone shall be fabricated from 0.075-inch 304 stainless steel having a gradually expanding opening outward to the intake end. The length and inlet diameter shall be sufficient to provide uniform inlet hydraulics so that no increase in vibration is caused due to its shape or size. The minimum acceptable length is 6 inches and minimum inlet diameter is 12.25 inches.
2. The material used to fabricate the intake cone shall be structurally sufficient to support the weight of the entire aerator assembly when the aerator is freestanding on dry ground.
3. For maximum in-depth mixing efficiency, the intake cone shall be designed so that the suction lift from the aerator propeller is vertical from the liquid depth below the aerator. Provide anti-vortex crosses welded inside the cones.

H. Balancing
   1. The entire rotating assembly including the motor rotor, shaft, shaft accessories, and impeller shall be dynamically balanced to within 2.0 mils peak-to-peak horizontal displacement measured at the upper and lower motor bearing. Measurements shall be taken at a frequency equivalent to the motor RPM.
   2. Measurements shall be taken with the motor in a vertical, shaft down position and with the entire power section mounted on resilient pads.

I. Mounting
   1. To allow for water level variation, a 304 or 316 stainless steel cable standard mount system designed specifically for the surface aerator shall be provided by the MANUFACTURER. No substitutions shall be permitted.
   2. A 304 or 316 stainless "J" bolt shall be utilized to connect the frame to the flotation unit. A minimum of two (2) connections are required.

J. Electrical Service Cable
   1. Electrical service cable shall be provided. The cable shall have three power conductors and a ground conductor.
   2. Conductors shall be flexible type annealed copper stranded. Each conductor, including the ground conductor, shall be insulated.
   3. The insulated conductors shall be assembled together with a non-hygroscopic filler material.
   4. Outer jacket shall be high quality TPE, and shall be rated at a conductor operating temperature of not less than 90°C.
   5. The cable shall be rated for hard usage outdoor service and shall be resistant to oil, sunlight, ozone, grease, acids, water, abrasion and impact.

2.05 CONTROL SYSTEM

A. Provide an integrated control panel for the THM aeration system. The integrated control panel shall include controls for all motorized equipment (surface aerator(s), submersible mixer(s), and air handling system(s)) installed during the phase of the project.
   1. Provide an integrated control panel in NEMA 3R enclosure. Include a main circuit breaker mechanically interlocked to an external heavy-duty disconnect handle with lock out provisions, 240-volt surge protective device, power distribution block, individual motor circuit breakers, NEMA-rated motor starters, 240 volt, 1 phase transformer with primary and secondary overcurrent protection, internal LED light fixture, GFCI duplex receptacle, relays, wireways, terminal strips, and other components as necessary for a complete system.
   2. Panel shall be lockable.
   3. Green and Red LED indicator lights show motor status for each mixer, surface aerator, and air handling system.

B. The integrated control panel shall provide a fully functional turn-key THM Aeration System equipment control panel. Automatic control of the equipment via the integral PLC monitors process variables and alarm conditions to control equipment accordingly. The integrated control panel shall be fully SCADA compatible via MODBUS TCP/IP or discrete IO (4-20mA AND dry contacts) to remote control the system and to monitor operational status of the system. The integral PLC shall sequence on/off equipment and

monitors for faults or alarm conditions and interlocks equipment accordingly. The integrated control panel shall provide trends, alarm history, alarm adjustment, speed control, and status overview of the equipment.

C. The integrated control panel system shall include hand/off/auto controls for all motorized equipment installed during the phase of the project.

D. The integrated control panel shall consist of the following components:
1. PLC
    a. Allen Bradley MicroLogix 1400
2. HMI
    a. Schneider Magelis 7.5” HMIG3U/HMIDT351
    b. Front door if indoors, or dead panel if outdoors: Pilot Lights
        1) Panel Power
        2) Equipment
            a) Running
            b) Fault
    c. Disconnects
        1) Panel Power
    d. Equipment Selector Switches
        1) Hand
        2) Off
        3) Auto
    e. Pushbuttons
        1) Equipment Fault Resets
            a) Motor overloads
    f. Emergency Machine Off Pushbutton
3. Dry Contacts
    a. Input from UTILITY
        1) Remote EMO
        2) System enable
4. PLC I/O
    a. Emergency stop digital input
    b. Equipment
        1) Digital Outputs
            a) Run command
            b) Fault reset
        2) Digital Inputs
            a) Equipment in Auto
            b) Running
            c) Faults
                (1) VFD faults
                (2) Surface aerator fault via temperature switch or motor overload
        3) Analog Inputs
            a) Motor Current
                (1) Current transducers for line-to-line starters

E. The THM Aeration System monitor shall have the ability to display alarms locally and send out alarms via SCADA as follows:

1. Check within range. For each input, a customized range of acceptable levels will be determined based on the physical parameters of the individual system. If the input is not within the defined range, an alarm shall be displayed locally via an indicator light.

2.06 MANUFACTURER

A. PSI Water Technologies

B. ENGINEER approved equal

PART 3 - EXECUTION

3.01 INSTALLATION

A. All new equipment shall be disinfected in accordance with AWWA C652.

B. The CONTRACTOR shall furnish services of a factory-trained installation TECHNICIAN with a minimum of 5 installations in Ohio with similar installation procedures and operation and maintenance requirements for the type of equipment installed under these specifications.

C. Electrical service, safety disconnect switch, and circuit breaker shall be installed by:
1. CONTRACTOR personnel prior to arrival of installation crew on site
2. Licensed electrical CONTRACTOR per arrangement with the CONTRACTOR.

D. The air handling system(s), submersible mixer(s), surface aerator(s), and integrated control panel(s) shall be installed in accordance with approved procedures submitted and as shown, unless otherwise approved in writing from the Factory.

3.02 TRAINING

A. MANUFACTURER staff (or their representatives) will instruct designated Owner personnel in the safe and proper operation of the system. This training will reference the operations manual provided with the equipment, and show how to check for proper functioning of the equipment. A minimum of a continuous 4 hour day of training is required on-site.

END OF SECTION 464149.01

SECTION 464146.02 - THM AERATION SYSTEM - IXOM

PART 1 - GENERAL

1.01 SCOPE

A. This section covers THM Aeration System, which consists of three general component categories each specified in this section: an air handling system, a tank mixing system, and a surface aeration system. These three components shall be provided by a single manufacturer, and shall be designed to operate in union and be controlled by a single integrated control panel to deliver the specified THM removal rate.

1. The air handling system shall consist of one (1) 0.5 HP independent roof mounted blower(s), designed for continual use on water storage tanks. Each vent shall have the ability to function continuously on a year-round basis, to ensure efficient air circulation within the headspace of the tank and proper ventilation by forcing air into the tank interior. Each vent shall consist of a treated, corrosion resistant, aluminum housing that protects a high efficiency fan blade and includes an aluminum mesh and frost resistant intake screen manufactured for potable water storage tanks.

2. The tank mixing system shall consist of one (1) 0.5 HP mixer(s) intended for continuous use while submersed in potable water storage tanks. Each mixer shall have the ability to function continuously on a 24-hour per day year-round basis, regardless of drain and fill cycles. Each mixer shall consist of a submersible motor and discharging water vertically in a sheet flow pattern to induce a large volume, low velocity flow to reach the tank or reservoir water surface. The mixer shall be suitable for use in potable water and shall be NSF-61 certified.

3. The surface aeration system shall consist of one (1) 1.5 horsepower (HP) floating aerators. The aerator shall consist of a motor, a direct drive impeller driven at a constant speed, a volute/intake, and an integral flotation unit. The aerator shall be suitable for use in potable water and shall be NSF-61 certified.

1.02 SYSTEM REQUIREMENTS

A. The CONTRACTOR shall furnish and install air handling, mixing and aeration systems together with all drives, motors, controls, power and communications connections, piping and accessories necessary for a complete and operable system.

B. The CONTRACTOR shall furnish electrical service in conduit with a 240V 1ph GFCI-protected disconnect switch and circuit breaker up to the point of installation of the integrated control panel at or near the base of the tank.

C. THM Aeration System components shall be recommended based on the following tank operational parameters:

Tank Name	Lyons Water Tower
Tank Type	Steel Pedestal Tank
Tank Volume (gal)	100,000
Tank Inside Diameter (ft)	26’ 0”
Tank Wall Height (TH) (ft)	22’
Power Available (volts/phase)	240V/1-phase
Average Turnover (gpd)	62,000
High Water Level (HWL) (ft)	892’
Low Water Level (LWL) (ft)	870’
Minimum Headspace Height (ft)	4

D. The total horsepower of all system components including aerators, blowers and mixers shall be less than or equal to 4 HP. Systems with a combined horsepower over 4 shall not be accepted.

E. All components internal to the potable water ground storage tank or in contact with potable water shall be NSF-61 certified.

F. Provide and install all accessories necessary for a complete and operational system.

1.03 REFERENCE SPECIFICATIONS, CODES AND STANDARDS

A. Comply with the applicable reference specification as specified in the General Requirements

B. Occupational Safety and Health Administration (OSHA).

C. NSF/ANSI Standard 61

1.04 SUBMITTALS

A. The following sections shall be included:
1. General equipment specifications and data sheets
2. Installation instructions
3. Factory operation and maintenance manual
4. Factory-recommended maintenance schedule
5. Wiring diagrams specifying what electrical wiring needs to be done onsite during and prior to the installation, and by which responsible party

1.05 QUALITY ASSURANCE

A. Continuous Operation Equipment. The THM floating spray equipment shall operate continuously as required to meet performance requirements.

B. No Visual Defects. The THM floating spray equipment shall have no visual defects, and shall have high quality welds, assembly, and corrosion resistant finish.

C. Qualified US Manufacturer. The manufacturer of the equipment shall have extensive experience in the production of such equipment, and the equipment shall be manufactured in the continental United States.

D. Factory Startup Services. Delivery, placement and startup services by equipment manufacturer's factory personnel shall be available. For equipment manufacturer's factory delivery and placement, services shall be performed by full time factory employees experienced in the operation of this equipment and who have completed OSHA safety trainings applicable to this type of equipment placement and startup.

1.06 WARRANTY

A. For the period of time beginning with shipment to Buyer and ending on the time periods listed below, the Product is warranted to be substantially free from defects in material and workmanship and to conform to Seller's specifications applicable to the Product –
   1. Five (5) years for tank mixing system
   2. Two (2) years for air handling system
   3. Two (2) years for surface aeration system
   4. Two (2) years labor

PART 2 - PRODUCTS

2.01 PERFORMANCE

A. Ventilation unit must be demonstrated to be effective at lowering THM levels as part of a mixing/aeration system in a water storage tank and have been installed in at least 5 other water storage tanks where it has been demonstrated to substantially contribute to the reduction of THM levels.

B. Ventilation unit must be demonstrated to completely ventilate the air volume inside a water storage tank often enough to provide 25% minimum THM removal percentage.

C. Mixing system shall completely mix reservoir according to the following minimum performance requirements. These requirements can be measured and validated after installation by operators with readily available tools such as temperature probes and total chlorine grab samplers.
   1. Temperature Uniformity
      All temperatures shall converge to within 0.50°C (0.9°F) within 24 hours after mixer is installed and activated
   2. Disinfectant Residual Uniformity
      Disinfectant residual within top five feet of tank and bottom five feet of tank will converge to within 0.20 ppm within 24 hours after mixer is installed and activated. During continuous operation of the mixer, under normal disinfectant dosing parameters, disinfectant residual will converge to within 0.20 ppm at least once every 24 hours.

D. The THM Aeration System shall be guaranteed to remove 25% of the trihalomethanes from the water within the tank or reservoir in which the THM Aeration System is installed subject to the tank operational parameters provided in Section 1.02.C. Accuracy of the tank operational parameters is a precondition to the removal guarantee. The OWNER is responsible to maintain and supply complete and accurate records sufficient to demonstrate that the tank is operated and maintained within the tank operational parameters through the period prior to and during the validation of the THM Aeration System.

2.02 AIR HANDLING SYSTEM

A. The TTHM removal vent is an active ventilation system for drinking water storage tanks designed to be installed at the roof of the storage tank. Fan or Blower discharge air shall be forced into the tank or reservoir head space. Suction of air out of tank or reservoir using a fan, blower, or ventilator shall not be allowed to meet specified air flow requirement.

B. Each ventilation unit shall be capable for a minimum air flow of 60 cfm.

C. Exterior panels shall be heavy gauge powder-coated aluminum.

D. Fan or Blower air entering reservoir shall be filtered by filter elements to be within 98% of 10 micron or less.

E. Substantial spatial separation required between Fan or Blower air discharge into reservoir and exhausted air out of reservoir to prevent short circuiting of headspace ventilation. Use of same reservoir opening for Fan or Blower discharge and exhaust air not allowed.

F. The vent unit shall be supplied with a factory-mounted NEMA 1 safety disconnect switch.

G. Suction filter elements and housing shall have a total air flow rating of at least 1.5 greater than specified air flow rate.

H. The vent unit shall have a 1/2 HP motor and operate on a standard 240VAC, 1-phase power requirement provided by the Integrated Control Panel.

2.03 TANK MIXING SYSTEM

A. Mixing system mounted in a submersible stainless steel casing. System is lowered to the tank floor and creates a vertical flow pattern inside the tank. Devices with an externally mounted pump shall not be acceptable. Mixer shall weigh less than 50 pounds and able to be hoisted, installed, and/or removed by on-site personnel without additional equipment needed, and so there is no crush hazard or entanglement hazard present, and so that weight of mixer on tank floor does not cause damage to interior coating.

B. Mixing system inlet shall be elevated at a minimum of 6 inches above tank floor to avoid disturbing accumulated tank sediment or entraining particles and causing accelerated wear of moving parts.

C. Mixer shall include a buoyancy mechanism to keep nozzle pointing upright no matter the angle of the tank floor.

D. Mixers shall include integrated power cable as a lowering mechanism for simplicity.

E. Mixer provider must have more than 50 installation of similar equipment in potable water tank.

F. Mixers shall have no oil-filled parts.

G. All wet-side mixer components shall be certified by NSF to the NSF/ANSI Standard 61.

H. No maintenance required on the wet-side components in typical potable water application.

I. No passive mixing system allowed.

J. Equipment entering the tank shall not adhere to, scratch or otherwise cause damage to the internal tank coating or put undue stress on the materials of the tank construction. Equipment shall fit through a standard hatch of size 12-inch x 12-inch or larger. OWNER may prefer to puncture sidewall or ceiling of tank (in place of puncturing the hatchway) to allow motor cable entry into the tank for ease of installation and protection against freezing/ice damage.

K. Each submersible mixer shall consist of the following components:
   1. Motor
      a. AISI Type 304 Stainless Steel Body
      b. Chlorine/Chloramine resistant rubber seals
      c. Fully submersible
      d. Low power (0.5 HP maximum)
   2. Housing
      a. AISI Type 316 Stainless Steel
      b. Brush finish to minimize surface corrosion
      c. Chlorine/chloramine resistant rubber foot pad to avoid scratching tank floor
      d. Integrated power cable and lowering mechanism for simplicity
   3. Mounting
      a. AISI Type 316 Stainless Steel
      b. Foot mount
      c. NSF/ANSI Standard 61 certified EPDM rubber, non-skid, non-scratch feet or insulating pad
      d. Attachments secure motor cable away from impeller
      e. Overall weight of wet-side unit not to exceed 50 lbs. to avoid damaging tank floor
      f. Overall height of unit not to exceed 5 ft.

2.04 SURFACE AERATION SYSTEM

A. Aerator Drive Motor

The THM floating spray equipment shall be mechanically operated by a submersible motor that meets the following criteria.

1. Direct Drive, with no gearbox
2. No motors requiring lubrication maintenance allowed.
3. Designed for submersible operation. Inside reservoir, TEFC motors not allowed above or below water line.
4. Designed for Continuous Operation without overheating or compromising motor life expectancy.
5. Powered by a 240 1-Phase, 60Hz Power Source. The THM floating spray equipment shall operate continuously while connected to electric grid power.

B. Equipment Control and Motor Protection
   1. Power source to each separate piece of equipment shall contain a combination motor starter with motor protection meeting at least the minimum required items below
      a. External Disconnect
      b. Properly Sized Contactor
      c. Properly Sized Overloads
      d. External Hand / Off / Auto Switch Control
      e. External Run Indicator Light or LED
      f. Capable of running each separate piece of equipment (motor) independently

C. Horizontal, Low Velocity intake
   1. The THM floating spray equipment shall be supplied with an intake capable of being positioned at the lowest elevation of the tank or reservoir floor.
   2. The intake level setting shall bring water into the THM floating spray at a horizontal layer within 6 inches of the tank or reservoir floor.
   3. The intake shall include a singular hose of adequate length to reach the required intake depth setting

D. Exposed Rotating Protection
   1. The THM floating spray equipment shall not have any rotating equipment openly exposed.
   2. Rotating shafts, impellers, and motors shall not be openly exposed and in the event of equipment contacting floor, shall not cause damage to tank or reservoir.
   3. Open impeller designs shall not be allowed

E. Nozzles
   1. The THM floating spray equipment shall be equipped with a nozzle assembly sized for the specified water flow rate required.
   2. Nozzle shall be constructed of 316 stainless steel for optimal corrosion resistance and long wear life.
   3. The THM floating spray equipment must be able operate without contacting the reservoir ceiling where the headspace clearance is 30” height between water level and reservoir ceiling.

F. Restraint System
   1. All components of the THM system shall be restrained from lateral and rotational movement, and self-adjust at all water elevations.

2. The restraining system shall not require any brackets, penetrations, or fixed connections to the tank or reservoir columns, walls, or floor below the overflow elevation.
3. The restraint system used shall allow for placement and servicing without requiring tank or reservoir to be drained. The THM system shall not require the use of a diver or diving team to enter the tank or reservoir to complete placement or service of the specified equipment.
4. Each propeller blade shall be pitched so that the pitch angle and rake angle are within ± 2 percent of the other blade(s).

G. Forced Headspace Ventilation
1. The propeller shall operate in a volute made of 304 stainless steel and shall be a minimum of 9 inches in diameter. It shall be round and true so that propeller blade tip clearance is uniform within the volute as it rotates. The volute shall have a minimum of 0.135 inches in wall thickness, and a minimum of four full-length stainless steel gussets shall be welded on a 90-degree spacing around the circumference of the volute between the top flange and bottom flange.
2. The volute shall have a large machined flange at its top extremity that completely encircles the volute, and this flange shall match a similar flange on the bottom of the diffusion head to provide for a bolted, machined flange-to-flange fit to provide uniform distribution of the dynamic loads generated by the propeller and the static weight of the motor and drive. A 360-degree machined index in the upper flange shall provide concentric alignment of the propeller in the volute by engaging the inside diameter of the mating flange on the diffusion head. Bolt holes alone will not be acceptable to locate the important alignment of the propeller.

H. Safe Contact for Potable Water
1. The THM floating spray equipment shall be listed as a system with NSF / ANSI Standard 61 approved materials and components for safe contact with potable water. A set of equipment without a product or system having NSF / ANSI Standard 61 listing not allowed.

I. Placing and Servicing Without Requiring Tank or Reservoir Draining
1. The THM system shall be designed for placement and servicing without requiring tank or reservoir to be drained.
2. The THM system shall not require the use of a diver or diving team to enter the tank or reservoir to complete placement or service of the specified equipment.

J. Maintenance Requirements
1. No scheduled lubrication is required for any system components including motor.
2. No spare parts shall be required to be kept on hand.

K. Equipment Support.
1. The THM floating spray equipment manufacturer shall offer full factory support with the following staff and support services.
    a. Customer Service, Application Engineering, and Equipment Engineering staff available by email or toll free phone.
    b. Field personnel for placing and servicing the specified THM floating spray equipment.

c. Public website with detailed information available describing the THM floating spray equipment for this project and related applications of this equipment into potable water tanks and reservoirs.
d. Service plans for preventative maintenance and continued technology improvements for the specified THM floating spray equipment.

2.05 CONTROL SYSTEM

A. Provide an integrated control panel for the THM aeration system. The integrated control panel shall include controls for all motorized equipment (surface aerator(s), submersible mixer(s), and air handling system(s)) installed during the phase of the project.
1. Provide an integrated control panel in NEMA 3R enclosure. Include a main circuit breaker mechanically interlocked to an external heavy-duty disconnect handle with lock out provisions, 240-volt surge protective device, power distribution block, individual motor circuit breakers, NEMA-rated motor starters, 240 volt, 1 phase transformer with primary and secondary overcurrent protection, internal LED light fixture, GFCI duplex receptacle, relays, wireways, terminal strips, and other components as necessary for a complete system.
2. Panel shall be lockable.
3. Green and Red LED indicator lights show motor status for each mixer, surface aerator, and air handling system.

B. The integrated control panel shall provide a fully functional turn-key THM Aeration System equipment control panel. Automatic control of the equipment via the integral PLC monitors process variables and alarm conditions to control equipment accordingly. The integrated control panel shall be fully SCADA compatible via MODBUS TCP/IP or discrete IO (4-20mA AND dry contacts) to remote control the system and to monitor operational status of the system. The integral PLC shall sequence on/off equipment and monitors for faults or alarm conditions and interlocks equipment accordingly. The integrated control panel shall provide trends, alarm history, alarm adjustment, speed control, and status overview of the equipment.

C. The integrated control panel system shall include hand/off/auto controls for all motorized equipment installed during the phase of the project.

D. The integrated control panel shall consist of the following components:
1. PLC
   a. Allen Bradley MicroLogix 1400
2. HMI
   a. Schneider Magelis 7.5” HMIG3U/HMIDT351
   b. Front door if indoors, or dead panel if outdoors: Pilot Lights
      1) Panel Power
      2) Equipment
         a) Running
         b) Fault
   c. Disconnects
      1) Panel Power

d. Equipment Selector Switches
    1) Hand
    2) Off
    3) Auto
e. Pushbuttons
    1) Equipment Fault Resets
        a) Motor overloads
f. Emergency Machine Off Pushbutton

3. Dry Contacts
    a. Input from UTILITY
        1) Remote EMO
        2) System enable
4. PLC I/O
    a. Emergency stop digital input
    b. Equipment
        1) Digital Outputs
            a) Run command
            b) Fault reset
        2) Digital Inputs
            a) Equipment in Auto
            b) Running
            c) Faults
                (1) VFD faults
                (2) Surface aerator fault via temperature switch or motor overload
        3) Analog Inputs
            a) Motor Current
                (1) Current transducers for line-to-line starters

E. The THM Aeration System monitor shall have the ability to display alarms locally and send out alarms via SCADA as follows:
    1. Check within range. For each input, a customized range of acceptable levels will be determined based on the physical parameters of the individual system. If the input is not within the defined range, an alarm shall be displayed locally via an indicator light.

2.06 MANUFACTURER

A. IXOM Watercare Inc. Gridbee SN1 THM / VOC Removal System

B. ENGINEER approved equal

PART 3 - EXECUTION

3.01 INSTALLATION

A. All new equipment shall be disinfected in accordance with AWWA C652.

B. The CONTRACTOR shall furnish services of a factory-trained installation TECHNICIAN with a minimum of 5 installations in Ohio with similar installation procedures and operation and maintenance requirements for the type of equipment installed under these specifications.

C. Electrical service, safety disconnect switch, and circuit breaker shall be installed by:
   1. CONTRACTOR personnel prior to arrival of installation crew on site
   2. Licensed electrical CONTRACTOR per arrangement with the CONTRACTOR.

D. The air handling system(s), submersible mixer(s), surface aerator(s), and integrated control panel(s) shall be installed in accordance with approved procedures submitted and as shown, unless otherwise approved in writing from the Factory.

3.02 TRAINING

A. MANUFACTURER staff (or their representatives) will instruct designated Owner personnel in the safe and proper operation of the system. This training will reference the operations manual provided with the equipment, and show how to check for proper functioning of the equipment. A minimum of a continuous 4 hour day of training is required on-site.

END OF SECTION 464149

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 Alan Frygier, P.E., who can be reached at Verdantas, LLC, at V220792@verdantas.com

2 - GEOTECHNICAL REPORT

2.1 A Geotechnical Subsurface Investigation report March 3, 2023 by CT Consultants, 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 bid documents.

3 - CORRECTION PERIOD

3.1 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.

4 - INSURANCE

4.1 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.

4.2 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

5 - WORKING HOURS

5.1 No work shall be performed between the hours of 7:30 p.m. and 7:30 p.m. nor on Saturday, Sunday, or legal Holidays, without written permission of the Owner.

6 - PROJECT COMPLETION

6.1 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.

7 - DRUG-FREE WORKPLACE PROGRAM

7.1 In accordance with Ohio Revised Code §153.03 and 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") Drug-Free Workplace Program ("DFWP") or a comparable program approved by the OBWC.

8 - OHIO ETHICS LAW

8.1 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.

9 - PERIODIC PAYMENTS

9.1 This project is expected to be funded in whole or in part by the Ohio EPA **WPCLF/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."

9.2 Ohio EPA must approve all change orders prior to a change order item being paid on a pay estimate.

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 ORC153.12. Details on how the escrow account that holds the retainage are provided in ORC 153.13. Further details on how and when to pay for materials delivered and installed are provided in ORC 153.14.

Completion Time

The contract documents must state the length of the contract time per ORC 153.19. The dates for Initiation of Operation and Project Completion are specified in the WPCLF/WSRLA Loan Agreements and need to coincide with the specified contract time.

- The following are contract provisions to consider but are not required. The language provided for each are samples only and must be adjusted to reflect the specifics of the project and local needs.

Local Protest Procedure

Some statement as to when a valid protest must be filed, in what form it must be filed and who it must be filed with should be included. ORC 153.12 has some default procedures for handling disputes. If the owner wants more control than provided in ORC, a procedure needs to be spelled out in the Contract Documents.

Basis and Method for Award

The contract documents should include some language that clearly states what the Owner will consider when determining the successful bidder and to provide a clear basis for the Owner when they have a need to reject the low bidder and go with a different bidder.

Payment Methods

To minimize uncertainty and arguments that can slow down the progress of construction it is useful to provide language stating how and when the Contractor will get paid. In addition to ORC and other local requirements, the involvement of public funding Agencies such as the WPCLF, WSRLA, Ohio Public Works Commission and Community Development Block Grant impact the process and timing for payments.

Contract Documents Review (pre-advertising)

Whenever possible, all the provisions listed above must be included in the contract documents for the project prior to advertisement for bids. Ohio EPA's review for these contract provisions will occur as part of our normal detail plans and specifications review. The bidding documents are to be submitted to Ohio EPA for review regardless of whether a Permit to Install or a Plan Approval is required for the project.

After bidding has started:

In those cases when WPCLF or WSRLA funding is being requested after advertisement for bids has started, add all missing contract provisions, forms, and requirements via addendum.

After bids have been opened but before contracts have been signed:

If the bid advertisement period is over and bids have been opened, but the construction contract have not been signed yet, provide a draft contract change order which would be used to incorporate all missing contract provisions, forms, and requirements into the contract. This should be done in consultation with local legal counsel to address any potential bid protest concerns.

Construction contracts have already been signed:

If the construction contract has already been signed, a contract change order must be executed incorporating all missing contract provisions, forms, and requirements into the contract.

A Contract Documents Review checklist is provided here to help ensure that all requirements are included and to help expedite Ohio EPA's review of your documents.

Bid Package Submittals (post-advertising)

Certain documents must be submitted to Ohio EPA within one week after bids are received, or sooner dependent on your individual project schedule. Please look here for a complete list of the required submittals.

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 DBE[1] subcontractor[2] 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.

Please use the space below to report any concerns regarding the above EPA-funded project:

Subcontractor Signature	Print Name
Title	**Date**

ALERT

"Total Procurement" fields and "MBE/WBE Combined Procurement" fields located in section 4B of this form should include Federal funds provided under the assistance agreement, recipient matching funds, and funds from other sources that are included in the assistance agreement.

Due to process time of Paperwork Reduction Act procedures, EPA is not able to update the EPA Form 5700-52A immediately to reflect this clarification.

If EPA grant recipients have questions about EPA Form 5700-52A, please work with your respective Grants Specialist or DBE Coordinator.

OMB CONTROL NO. 2030-0020
APPROVAL EXPIRES 06/30/2024

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	1B. REPORT TYPE
October 1, – September 30,	☐ Annual ☐ Final Report (Project completed)

1C: Revision of a Prior Year Report? ◯ No ◯ Yes
If yes, what reporting period is being revised and briefly describe the changes made. **Note:** The revised report will replace the associated original report in its entirety.

2A. RECIPIENT UNIQUE ENTITY IDENTIFIER

2B. RECIPENT REPORTING CONTACT

Name:

Email:

Phone:

3. FEDERAL AWARD IDENTIFICATION NUMBER (FAIN)
(For SRF state recipients, please include all numbers for all open assistance agreements being reported on this form.

4A. If NO procurements were made this reporting period (by the recipient, sub-recipient(s), loan recipient(s), and prime contractor(s)), **CHECK and SKIP to Block No. 6**. (Procurements are all expenditures through contract, order, purchase, lease or barter of supplies, equipment, construction, or services needed to complete Federal assistance programs.)

☐

4B. Total Procurements & MBE/WBE Accomplishments This Reporting Period (in dollars)

	Construction	Non-Construction	Total
Total Procurement:	$ _____	$ _____	$ _____
MBE/WBE Combined Procurement:	$ _____	$ _____	$ _____

5A. Good Faith Efforts: If procurements were made, indicate whether your organization has followed the six Good Faith efforts found in 40 CFR Part 33, Subpart C, 40 CFR 33.501 and 2 CFR 200.321.

☐ Yes, my organization has implemented and documented each of the six Good Faith Efforts on the procurements made during this reporting period.

☐ No, my organization has not implemented and documented each of the six Good Faith Efforts on the procurements made during this reporting period.

5B. If procurements were made, but no MBE/WBE procurements are being reported, then check the applicable box(es) for the reason(s) why no MBE/WBE procurements were made.

☐ No MBE/WBE(s) applied ☐ No MBE/WBE(s) were qualified

☐ Other:

6. NAME OF RECIPIENT'S AUTHORIZED REPRESENTATIVE	TITLE
7. SIGNATURE OF RECIPIENT'S AUTHORIZED REPRESENTATIVE	DATE

Instructions:

A. General Instructions:

MBE/WBE utilization is based on 40 CFR Part 33 and 2 CFR Parts 200 and 1500. The reporting requirement reflects the change in the reporting threshold described in Recipient/ Applicant Information Notice-2018-G04 issued by EPA's Office of Grants and Debarment on September 7, 2018 (https://www.epa.gov/grants/rain-2018-g04). EPA Form 5700-52A must be completed annually by recipients of financial assistance agreements where the combined total of funds budgeted for procuring supplies, equipment, construction and services exceeds the current Simplified Acquisition Threshold as set by the Federal Acquisition Regulation at 48 CFR Subpart 2.1. This reporting requirement applies to all new and existing awards and voids all previous reporting requirements.

In determining whether the threshold is exceeded for a particular assistance agreement, the analysis must focus on funds budgeted for procurement under the supplies, equipment, construction, services or "other" categories, and include funds budgeted for procurement under sub- awards or loans.

Reporting will also be required in cases where the details of the budgets of sub-awards/loans are not clear at the time of the grant awards and the combined total of the procurement and sub-awards and/or loans exceeds the Simplified Acquisition Threshold.

For example, if the Simplified Acquisition Threshold is $250,000, then if a recipient has $300,000 budgeted under procurement, then completion of this report is required.

When reporting is required, all procurement actions are reportable, not just the portion which exceeds the Simplified Acquisition Threshold.

If at the time of award the budgeted funds exceed the Simplified Acquisition Threshold but actual expenditures fall below, a report is still required.

If at the time of award, the combined total of funds budgeted for procurements in any category is less than or equal to the Simplified Acquisition Threshold and is maintained below the threshold, no DBE report is required to be submitted.

Recipients are required to report 30 days after the end of each federal fiscal year (i.e. October 30th), per the terms and conditions of the financial assistance agreement.

Final reports are due October 30th or 120 days after the end of the project period, whichever comes first.

MBE/WBE program requirements, including reporting, are material terms and conditions of the financial assistance agreement. Failure to comply may lead to termination of the financial assistance agreement which is then reported to the OMB-designated integrity and performance system accessible through SAM (currently FAPIIS) pursuant to 2 CFR 200.339(b).

B. Submission:

Recipients must submit completed forms to the point of contact associated with the awarding office for the applicable assistance agreement.
Information on specific points of contact for EPA's Headquarters and ten Regional Offices is located at:

https://www.epa.gov/grants/frequently-asked-questions-disadvantaged-business-enterprises

Questions regarding the completion of this form should be directed to the DBE Coordinator associated with the awarding office for the applicable assistance agreement. A list of the DBE Coordinators for each awarding office can be located here:

https://www.epa.gov/grants/epa-dbe-program-coordinators

C. Instructions:

1A. Specify Federal fiscal year this report covers. The Federal fiscal year runs from October 1st through September 30th (**e.g. November 29, 2020 falls within Federal fiscal year 2021**)

1B. Specify report type. Check the annual reporting box if this is an annual report. If it is a final report, check the final report box to indicate if the project is completed.

1C. Indicate if this is a revision to a previous year and provide a brief description of the revision you are making including what reporting period is being revised. The revised report will replace the associated original report in its entirety.

2A. Provide your organization's Unique Entity Identifier. More information about Unique Entity Identifier, including its meaning, can be found in 2 CFR Part 25.

2B. Identify the name and contact information for the person located within the recipient organization that can be contacted if questions arise from this report.

3. Provide the Federal Award Identification Number (FAIN) assigned by EPA. A separate report must be submitted for each Assistance Agreement.

*For SRF recipients: In box 3 list numbers for ALL OPEN Assistance Agreements being reported on this form.

4A. Self-explanatory. **Note:** Procurement means expenditures under the supplies, equipment, construction, services or "other" categories, and include funds expended for procurement under sub-awards or loans.

4B. Provide the total dollar amount (in dollars) of **ALL** procurements awarded this reporting period by construction, non-construction, and grand total by the recipient, sub-recipients, and SRF loan recipients, **including** MBE/WBE expenditures, not just the portion which exceeds the threshold. For example: Actual dollars for procurement from the procuring office; actual contracts let from the contracts office; actual goods, services, supplies, etc., from other sources including the central purchasing/ procurement centers).

Provide the total dollar amount (in dollars) of MBE/ WBE procurements **ONLY** awarded this reporting period by construction, non-construction, and grand total by the recipient, sub-recipients, SRF loan recipients, and prime contractors not just the portion which exceeds the threshold.

***For SRF recipients only**: In 4B, please enter the total annual procurement amount under all of your SRF Assistance Agreements. The figure reported in this section is **not** directly tied to an individual Assistance Agreement identification number. **(SRF state recipients report state procurements in this section)**

5A. Self-explanatory.

5B. If procurements were made during this reporting period, but no procurements with MBE(s) or WBE(s) are being reported, then select the reason why. If "Other" is chosen, please fill in with the reason.

6. Self-explanatory.

7. Self-explanatory.

**This data is requested to comply with provisions mandated by: statute or regulations (40 CFR Part 33 and/or 2 CFR Parts 200 and 1500); OMB Circulars; or added by EPA to ensure sound and effective assistance management. Accurate, complete data are required to obtain funding, while no pledge of confidentiality is provided.

Material Suppliers

In October 2009, OEPA/DEFA made a clarification to their DBE Policy. If a Contractor subcontracts work and cannot meet the Goals with MBE/WBE Subcontractors, the Goals may be met by supplying equipment from MBE/WBE Suppliers.

Also, Contractors that do not subcontract work do not have to comply with the MBE/WBE requirements although all Contractors are strongly encouraged to break the work into subcontracts whenever feasible.

Violating Facilities Clause

ViolatingFacilities:

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

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

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

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

Local Protest Procedure

Protests

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

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

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

Continuous Treatment Provisions

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

Continuous Treatment (wastewater projects)

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

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

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

Continuous Treatment (drinking water projects)

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

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

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

WPCLF/WSRLA Payments

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

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

State of Ohio

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

CONTRACT CHANGE ORDER

RECIPIENT_____ CHANGE ORDER NBR _____

LOAN NUMBER_____ CONTRACT _____

OWDA PROJECT No. _____ DATE _____

Description of Change:

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

RECOMMENDED BY: _____ DATE: _____
(Engineer)

APPROVED BY: _____ DATE: _____
(Recipient)

ACCEPTED BY: _____ DATE: _____
(Contractor)

_____
(Company)

Original Contract Amt		
Previous Changes (+ / --)		
This Change (+ / --)		
Adjusted Contract Amt		

OWDA APPROVAL

The above proposal is hereby accepted and I recommend that it be approved and made a part of the contract noted above. The approval does not constitute an increase in the total loan amount, but represents approval for the work.

Ohio EPA Acceptance

Date

Chief Engineer

Date

CHANGE ORDER INSTRUCTIONS:

All Change Orders for this work, regardless of costs and whether Water Pollution Control Loan Fund (WPCLF) or Water Supply Revolving Loan Account (WSRLA) funding will be used to finance the changes, must be submitted to Ohio EPA for review.

Changes Requiring Prior Approval

Any change which substantially modifies the Project Facilities as specified in the Ohio EPA approved Facilities Plan and Final Permit to Install or Final Plan Approval (when applicable) or alters the direct or indirect impact of the Project Facilities upon the environment must be incorporated into a Change Order. One copy of the Change Order prior to execution is to be submitted to Ohio EPA for review and prior approval of the acceptability of the change. "Prior to execution" means before the Change Order is signed by the Owner.

Ohio EPA will review the Change Order and inform the Owner of the technical, environmental and operational acceptability of the change, and give the Owner permission to proceed with the proposed work.

All Other Changes

Change Orders not requiring prior approval as described above must be submitted to Ohio EPA within one (1) month of the time at which they are approved by the Owner. All change orders must be submitted electronically to dedicated change order email addresses for WPCLF and WSRLA projects.

Change Order Approval Process

After the Change Order is executed, one (1) copy of the Change Order, including the supporting documentation, is to be sent electronically to Ohio EPA for final review.

> The dedicated e-mail address for the electronic submittal of WPCLF Change Orders is EPAWPCLFCO@epa.ohio.gov.
>
> The dedicated e-mail address for the electronic submittal of WSRLA Change Orders is EPAWSRLACO@epa.ohio.gov.

After the Change Order is accepted and eligible costs determined, Ohio EPA will issue a letter informing the Owner and authorizing OWDA to disburse funds from Project Contingency for the work. The OEPA letter will be sent electronically along with a PDF of the WPCLF/WSRLA Change Order form which will be signed by all parties including Ohio EPA and OWDA.

Payments for Change Order Work

The Owner is precluded from submitting to the OWDA payment requests for Eligible Project Costs associated with the Change Orders until such time as the Ohio EPA's approval of the Change Orders has been obtained.

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
WASHINGTON, D.C. 20460

OFFICE OF WATER

November 3, 2022

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 Programs[1]
- Gulf Hypoxia Program
- National Estuaries Program (CWA Section 320)

[1] Geographic Programs include: Great Lakes Restoration Initiative, Chesapeake Bay, San Francisco Bay, Puget Sound, Long Island Sound, Gulf of Mexico, South Florida, Lake Champlain, Lake Pontchartrain, Southern New England Estuaries, Columbia River Basin, Pacific Northwest

- 319 Nonpoint Source Management Program Implementation
- Reducing Lead in Drinking Water Grant Program (SDWA §1459B)
- Assistance for Small and Disadvantaged Communities Grants: Small, Underserved, and Disadvantaged Community Grant Program (SUDC), Emerging Contaminants in Small or Disadvantaged Communities (EC-SDC) and Drinking Water Infrastructure Resilience & Sustainability (SDWA §1459A)
- Sewer Overflow and Stormwater Reuse Municipal Grants (OSG)
- USMCA Implementing Legislation (Section 821 and Title IX, USMCA Supplemental Appropriations, 2020)
- U.S.-Mexico Border Water Infrastructure Program
- Voluntary School and Child Care Program Lead Testing and Remediation Grant Program (SDWA 1464(d))
- Water Infrastructure Finance and Innovation Act (WIFIA)

The questions and answers in this document apply to the implementation of BABA requirements for the Office of Water infrastructure programs listed above unless superseded by regulation, statute, or other applicable guidance. For many of the programs listed above which did not have domestic preference requirements prior to BABA, additional implementation details are pending or may be developed after the issuance of these procedures. In addition, EPA notes that more direction will be helpful to inform the determination and definition of domestic content in manufactured goods. Supplemental guidance on these and other issues, from either OMB or EPA, may be forthcoming. These implementation procedures may also apply to additional, unlisted EPA programs which may be required to apply BABA subsequent to publication of this memorandum (e.g., future funding programs which have been authorized, but not yet appropriated).

For more information on the BABA requirements, visit the EPA Office of Water's dedicated website – https://www.epa.gov/cwsrf/build-america-buy-america-baba – or contact your funding authority (such as your grants officer, portfolio manager, or state contact). For information on approved waivers, visit https://www.epa.gov/cwsrf/build-america-buy-america-baba-approved-waivers. You may also email questions to BABA-OW@epa.gov.

This Implementation Procedures document is organized to provide responses to questions in the following topic areas:

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- Section 2: Product Coverage 5
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- Section 4: Waivers 10
- Section 5: Documenting Compliance 12
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- Appendix 2: Example Build America, Buy America (BABA) Act Assistance Agreement Language 23

QUESTIONS AND ANSWERS

SECTION 1: GENERAL

- Q1.1: Will EPA provide documentation for BABA for bid solicitations and suggested contract language? Will EPA provide suggested language for Assistance Agreements?

    - A1.1: See Appendix 1, which includes suggested language for construction contracts which addresses the BABA requirements. In addition to the language suggested in Appendix 1, EPA also recommends that assistance recipients prepare contract bid solicitation documents with a statement for the consulting engineers and construction firms as follows: "By signing payment application and recommending payment, Contractor certifies they have reviewed documentation for all products and materials submitted for payment, and the certifications are sufficient to demonstrate compliance with Build America, Buy America Act requirements." In most cases, the assistance recipient's representatives assume the responsibility for their clients to conduct due diligence on compliance with applicable domestic preference requirements.

      All Federal Financial infrastructure assistance agreements subject to BABA must have a clause requiring compliance with the requirements. See Appendix 2 for example assistance agreement language.

- Q1.2: Would federally-financed infrastructure projects outside of the United States need to comply with the BABA requirements?

    - A1.2: No. According to the OMB Guidance (M-22-11), a "project" is defined as "…any activity related to the construction, alteration, maintenance, or repair of infrastructure in the United States." Therefore, the BABA requirements are not implicated for infrastructure projects occurring outside of the United States, such as projects funded through the United States-Mexico-Canada Agreement with infrastructure activities occurring in Mexico or Canada (that is, outside the United States).
    -

- Q1.3: If most of the project is BABA compliant, and a small portion is not, can an assistance recipient self-fund (i.e., paying with non-federal dollars) the non-compliant products?

    - A1.3: Any project that is funded in whole or in part with federal assistance must comply with the BABA requirements, unless the requirements are otherwise waived. All iron, steel, manufactured products, and construction materials used in a project must meet the BABA requirements unless waived. Absent a waiver, there is no "small portion" or product that does not need to satisfy the BABA requirements unless the requirements are waived (or specifically excluded as is the case for cement and cementitious materials; aggregates such as stone, sand, or gravel; aggregate binding agents or additives; or non-permanent products). An assistance recipient may request a waiver or inquire as to whether a broad waiver, such as a *de minimis* waiver, might apply.

- Q1.4: How do international trade agreements affect the implementation of the BABA requirements?

    - A1.4: The BABA requirements apply in a manner consistent with United States obligations under international trade agreements. Typically, these obligations only apply to direct procurement by the entities that are signatories to these trade agreements. In general, assistance recipients are not signatories to such agreements, so these trade agreements have no impact on BABA implementation. In the few instances where such an agreement applies to a municipality, that municipality is responsible for determining its applicability and requirements and communicating with the funding authority (such as EPA and/or a state) on the actions taken to comply with BABA.

SECTION 2: PRODUCT COVERAGE

- Q2.1: For products made of iron and steel, what is the difference between predominantly and primarily iron and steel?

    - A2.1: EPA considers the terms "predominantly" and "primarily" to be interchangeable, such that a product is considered predominantly (or primarily) iron and steel if it contains greater than 50 percent iron and steel by material cost.

- Q2.2: What is the definition of construction materials (with examples)?

    - A2.2: From OMB Guidance M-22-11: "construction materials" include an article, material, or supply (other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; aggregate binding agents or additives; or non-permanent products) that is or consists primarily of:
        - non-ferrous metals,
        - plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables), (including optic glass),
        - lumber, and
        - drywall.

      For example, a plate of glass would be a construction material under BABA, but a framed window that incorporates the glass into a frame would be a manufactured product. Another common construction material for water infrastructure projects would be polyvinyl chloride (PVC) pipe and fittings. However, if PVC components are incorporated into a more complex product such as instrumentation and control equipment or a water treatment unit, those items would be manufactured products.

- Q2.3: What are manufactured products (with examples)?

    - A2.3: From OMB Guidance M-22-11: "…all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of

the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation…"

The manufactured products category would cover the majority of potential water infrastructure products, including complex products made up of a variety of material types and components. For water infrastructure projects, common manufactured products would include, but not be limited to, pumps, motors, blowers, aerators, generators, instrumentation and control systems, gauges, meters, measurement equipment, treatment equipment, dewatering equipment, actuators, and many other mechanical and electrical items.

- Q2.4: Which category will valves fall under for BABA? Will it differ from the American Iron and Steel (AIS) requirements?

    - A2.4: For programs that are subject to BABA and AIS (SRF, WIFIA, and Community Project Funding), projects using valves should classify them as iron and steel products under BABA as long as their material cost is made up of more than 50 percent iron and/or steel. Valves with 50 percent or less iron and/or steel by material cost would be considered manufactured products under the BABA requirements.

      In accordance with OMB Guidance M-22-11, an article, material, or supply should be classified into only one of the three categories: iron and steel, manufactured products, or construction materials. Under the AIS requirements, all valves made primarily of iron and steel (that is, those with iron and/or steel material cost greater than 50 percent) must comply with the AIS requirements. For BABA, EPA interprets Section IV of OMB Guidance M-22-11 to mean that iron and steel products are those items that are primarily iron and steel, the same as for the AIS requirements.

- Q2.5: Does EPA have a list of products to be classified as "Iron and Steel" under BABA?

    - A2.5: Although this list is not comprehensive, the following products were classified as AIS products if made primarily (more than 50 percent) of iron and/or steel by materials cost (for programs subject to both AIS and BABA, this list would be equivalent for "iron and steel" items or products under either requirement):

Products likely made "primarily" of iron and steel to be classified as Iron and Steel under BABA		
Lined and Unlined Pipe	Lined and Unlined Fittings	Tanks
Flanges	Pipe Clamps and Restraints	Structural Steel
Valves	Hydrants	Pre-Cast, Iron/Steel Reinforced Concrete (of all types, regardless of iron/steel content percentage)
Manhole Covers and other Municipal Castings	Access Hatches	Ballast Screens
Iron or Steel Benches	Bollards	Cast Bases
Cast Iron Hinged Hatches	Cast Iron Riser Rings	Catch Basin Inlets

Cleanout/Monument Boxes	Construction Covers and Frames	Curb and Corner Guards

Products likely made "primarily" of iron and steel to be classified as Iron and Steel under BABA		
Curb Boxes	Curb Openings	Curb Stops
Detectable Warning Plates	Downspout Shoes	Drainage Grates
Drainage Grate Frames and Curb Inlets	Inlets	Junction Boxes
Lampposts	Manhole Rings and Frames	Manhole Risers
Meter Boxes	Service Boxes	Steel Hinged Hatches
Steel Riser Rings	Trash Receptacles	Tree Grates
Tree Guards	Trench Grates	Valve Boxes
Valve Box Covers and Risers	Access Ramps	Aeration Pipes and Fittings (separate from aeration/blowers)
Angles	Backflow Preventers/Double Check Valves	Baffle Curtains
Iron or Steel Bar	Bathroom Stalls	Beam Clamps
Cable Hanging Systems	Clarifier Tanks	Coiled Steel
Column Piping	Concrete Reinforcing Bar, Wire, and Fibers	Condensate Sediment Traps
Corrugated Pipe	Couplings	Decking
Digestor Covers	Dome Structures	Door Hardware
Doors	Ductwork	Expansion Joints
Expansion Tanks (diaphragm, surge, and hydropneumatics)	Fasteners	Fencing and Fence Tubing
Fire Escapes	Flanged Pipe	Flap Gates
Framing	Gate Valves	Generic Hanging Brackets
Grating	Ground Testing Boxes	Ground Test Wells
Guardrails	HVAC Registers, Diffusers, and Grilles	Joists
Knife Gates	Ladders	Lifting Hooks, J-bar, Connectors within, and Anchors for Concrete
Lockers	Man Baskets and Material Platforms	Manhole Steps
Mud Valves	Municipal Casting Junctions	Non-mechanical (aka stationary) Louvers and Dampers
Overhead Rolling Doors/ Uplifting Doors (manual open, no motor)	Pipe Connectors	Pipe Hangers
Pipe Pilings (any type of steel piling)	Pipe Spool (pipe, flanges, connectors, etc.)	Pipe Supports
Pitless Adaptors	Pre-fab Steel Buildings/Sheds (simple structure, unfurnished)	Pre-stressed Concrete Cylinder Pipe (PCCP)
Railings	Reduced Pressure Zone (RPZ) Valves	Roofing
Service Saddles	Sheet Piling	Sinks (not part of eyewash systems)
Solenoid Valves	Stairs	Static Mixers
Stationary Screens	Surface Drains	Tapping Sleeves
Telescoping Valves	Tipping Buckets	Trusses
Tubing	Valve Stem Extensions	Valve Stems (excluding handwheels and actuators)

Wall Panels	Wall Sleeves/Floor Sleeves	Welding Rods
Well Casing	Well Screens	Wire
Wire Cloth	Wire Rod	Wire Rope and Cables

Q2.6: Does EPA have a list of products that could be made "primarily" of iron and steel but would be classified as "manufactured products" under BABA?

A2.6: Although this list is not comprehensive, the following products would be considered "manufactured products" under the BABA requirements, even if the item might be composed primarily of iron and steel by materials cost (Note: These items are not subject to the AIS requirements.):

Products likely made "primarily" of iron and steel to be classified as Manufactured Products under BABA		
Actuator Superstructures/ Support Structures	Aeration Nozzles and Injectors	Aerators
Analytical Instrumentation	Analyzers (e.g., ozone, oxygen)	Automated Water Fill Stations
Blowers/Aeration Equipment	Boilers, Boiler Systems	Chemical Feed Systems (e.g., polymer, coagulant, treatment chemicals)
Chemical Injection Quills	Chemical Injectors	Clarifier Mechanisms/Arms
Compressors	Controls and Switches	Conveyors
Cranes	Desiccant Air Dryer Tanks	Dewatering Equipment
Dewatering Roll-offs	Disinfection Systems	Drives (e.g., variable frequency drives)
Electric/Pneumatic/Manual Accessories Used to Operate Valves (such as electric valve actuators)	Electrical Cabinetry and Housings (such as electrical boxes/enclosures)	Electrical Conduit
Electrical Junction Boxes	Electronic Door Locks	Elevator Systems (hydraulic, etc.,)
Emergency Life Systems (including eyewash stations, emergency safety showers, fire extinguishers, fire suppression systems including sprinklers /piping/valves, first aid, etc.)	Exhaust Fans	Fall Protection Anchor Points
Fiberglass Tank w/Appurtenances	Filters (and appurtenances, including underdrains, backwash systems)	Flocculators
Fluidized Bed Incinerators	Galvanized Anodes/Cathodic Protection	Gear Reducers
Generators	Geothermal Systems	Grinders
Heat Exchangers	HVAC (excluding ductwork)	HVAC Dampers (if appurtenances to aerators/blowers)
HVAC Louvers (mechanical)	Intake and Exhaust Grates (if appurtenances to aerators/blowers)	Instrumentation
Laboratory Equipment	Ladder Fall Prevention Systems	Ladder Safety Posts
Lighting Fixtures	Lightning and Grounding Rods	Mechanical or Actuated Louvers/Dampers
Membrane Bioreactor Systems	Membrane Filtration Systems	Metal Office Furniture (fixed)

Meters (including flow, wholesale, water, and service connection)	Motorized Doors (unit)	Motorized Mixers
Motorized Screens (such as traveling screens)	Motors	Pelton Wheels
Pipeline Flash Reactors (similar to injectors)	Plate Settlers	Precast Concrete without Iron/Steel Reinforcement

Products likely made "primarily" of iron and steel to be classified as Manufactured Products under BABA		
Furnished Pre-fab Buildings (such as furnished with pumps, mechanics inside)	Presses (including belt presses)	Pressure Gauges
Pump Cans/Barrels and Strainers	Pumps	Mechanical Rakes
Safety Climb Cable	Sampling Stations (unless also act as hydrant)	Scrubbers
Sensors	Sequencing Batch Reactors (SBR)	Steel Shelving (fixed)
Slide and Sluice Gates	Spray Header Units	Steel Cabinets (fixed interior/furniture)
Supervisory Control and Data Acquisition (SCADA) Systems	Tracer Wire	Valve Manual Gears, Actuators, Handles
Voltage Transformer	Water Electrostatic Precipitators (WESP)	Water Heaters
Weir Gates		

- Q2.7: Is asphalt paving a covered product under BABA?

    - A2.7: No. EPA interprets Section 70917(c) of the IIJA to exclude asphalt from BABA requirements. Asphalt paving is a type of concrete composed of an aggregate material mixed with a binder (bitumen). EPA considers asphalt concrete to be excluded by section 70917(c) due to its similarities with cement and cementitious materials.

SECTION 3: CO-FUNDING

- Q3.1: If projects are co-funded with funding mechanisms that don't require BABA, must the entire project comply with BABA?

    - A3.1: Yes. Any project that is funded in whole or in part with federal assistance must comply with the BABA requirements, unless the requirements are otherwise waived. A "project" consists of all construction necessary to complete the building or work regardless of the number of contracts or assistance agreements involved so long as all the contracts and assistance agreements awarded are closely related in purpose, time, and place. This precludes the intentional splitting of projects into separate and smaller contracts or assistance agreements to avoid BABA's applicability on some portions of a larger project, particularly where the activities are integrally and proximately related to the whole. However, there are many situations in which major construction activities are clearly undertaken in separate phases that are distinct in purpose, time, or place, in which case, separate contracts or assistance agreements would carry separate requirements.

- Q3.2: How will project requirements be determined for co-funded projects subject to potentially different general applicability/programmatic waiver conditions (such as different adjustment period waivers)?

    - A3.2: OMB Guidance M-22-11 addresses cases with project co-funding from separate programs. EPA would apply the guidance's "cognizant" program determination to projects that are co-funded with different general applicability/programmatic waivers. For instance, if a project were co-funded between WIFIA and SRF and the majority of the Federal funding for the project is from WIFIA, then WIFIA would be the "cognizant" program for application and determination of waivers. In that case, any conditions from an applicable WIFIA waiver would apply.

SECTION 4: WAIVERS

- Q4.1: Who may apply for a waiver and how do you apply?

    - A4.1: Assistance recipients and their authorized representatives may apply for a project-specific waiver. EPA does not accept waiver requests from suppliers, distributors, or manufacturers unless the assistance recipient endorses and submits the request on its own behalf to the funding authority. In the case where multiple programs are providing federal funds to the project, the assistance recipient should submit the waiver request to the cognizant program, the one providing the greatest amount of federal funds for the project. For information on applying for cost waivers, see questions 4.4 and 4.5. For information on the SRF program roles and responsibilities, see question 7.6.

      Project-specific waiver requests should generally include: (1) a brief summary of the project, (2) a description and explanation of the need for the waiver for the product(s) in question, (3) a brief summary of the due diligence conducted in search of domestic alternatives (which could include correspondence between assistance recipient and supplier/distributors), (4) the quantity and materials of the product(s) in question, (5) all engineering specifications and project design considerations relevant to the product(s) in question, (6) the approximate unit cost of items (both foreign and domestic) in addition to an estimated cost of the materials and overall project, (7) the date any products will be needed on site in order to avoid significant project schedule disruptions, and (8) any other pertinent information relevant to EPA's consideration of the waiver (e.g., if relevant for SRF projects: whether the project is designated as an equivalency project, the date the plans and specifications were submitted to the state, the date of construction initiation, expected date of project completion, any special considerations such as local zoning and building ordinances, seismic requirements, or noise or odor control requirements).

      In the case of indirect federal assistance, such as the SRF programs, the state authority reviews and conveys the waiver request to EPA. States should submit waiver requests to the appropriate program waiver request inbox. For SRF projects, please use CWSRFWaiver@epa.gov or DWSRFWaiver@epa.gov.

- Q4.2: Can an assistance recipient request a waiver based on a specification written for a specific brand or model of product (that is, a specification that names a branded item or model)?

    - A4.2: In most cases, performance-based specifications are expected and required for the majority of infrastructure projects funded by EPA's financial assistance programs. In rare cases where "branded" or product-specific sourcing may be included in project specifications, it is suggested that the specifications include the item in question (that is, not simply a catalog page, but also materials of construction, sizing, quantities, and applicable engineering performance design characteristics for the project, etc.) in addition to the standard phrase "or equal." For the purposes of product alternative market research, EPA will evaluate the BABA requirements based on performance-based engineering specifications for the product(s) in question. If the project's specifications do not include performance-based specifications, or at least an "or equal" designation, EPA will base its research on an "or equal" designation using best professional judgment to the extent practicable.

- Q4.3: If a manufactured product is not readily available domestically, will EPA provide short-term "limited availability" product waivers?

    - A4.3: EPA will address the unavailability of domestic products through the waiver process, including potential national short-term waivers for specific products, if appropriate. To the extent practicable and with the intent to maximize domestic market and supply chain development, EPA intends to address issues of broad product unavailability with targeted, time-limited, and conditional waivers, as prescribed in OMB Guidance M-22-11. EPA will follow its robust and thorough product research processes (those put into place for the AIS requirements for the SRF and WIFIA programs and expanded for the new BABA requirements) to identify and determine those products for which proposed national/general applicability waivers may be appropriate.

- Q4.4: What information is needed when applying for a cost waiver under BABA?

    - A4.4: As part of the cost waiver request, the assistance recipient must demonstrate that implementation of the BABA requirements will increase the overall project cost more than 25 percent. Depending on the circumstances of the overall project cost increases, documentation to justify the cost waiver can vary but may include itemized cost estimates or bid tabulations comparing project costs with and without BABA implementation. Assistance recipients should begin assessing the potential cost impacts of the BABA requirements during the design phase of a project.

- Q4.5: Can administrative costs associated with tracking and verification of certifications be considered when determining if the cost of a project increases by 25 percent or more?

    - A4.5: Yes. Section 70914(b)(3) of the IIJA states that a waiver may be provided if the overall

cost of the project increases by more than 25 percent due to the "inclusion of iron, steel, manufactured products, or construction materials produced in the United States." EPA interprets this to mean that the "inclusion" of the BABA-covered products could encompass reasonable administrative costs associated with complying with the BABA requirements, such as staff, contractor, and technological resources to collect and track BABA compliance documentation.

- Q4.6: How can assistance recipients and construction contractors address product delivery delays?

    - A4.6: Assistance recipients should reasonably plan for material procurement to account for known potential supply chain issues or extended lead times and shall notify the funding authority well in advance of the issues so that prompt attention can be given to explore options. Where extended lead times for compliant products are impacting project schedules and may significantly impact construction progress, timely communication with the funding agency is important. For products that are unavailable within a reasonable timeframe to meet the objectives and schedule of a project, EPA may consider a non-availability waiver with adequate justification. An assistance recipient would need to apply for the waiver and contact its funding authority (such as EPA and/or a state) to initiate the waiver process.

SECTION 5: DOCUMENTING COMPLIANCE

- Q5.1: Who will be responsible for BABA enforcement?

    - A5.1: Responsibility for BABA implementation applies at all levels, from manufacturers to suppliers and distributors, construction contractors, assistance recipients, and funding authorities.

      The manufacturers have responsibility to provide adequate and accurate documentation of the products manufactured. If suppliers and distributors are involved, they are responsible for passing along compliance documentation for products supplied to projects that are subject to the BABA requirements.

      The assistance recipient and their representatives are primarily responsible for ensuring the documentation collected for products used on the project is sufficient to document compliance with the BABA requirements.

      The funding authority is responsible for providing oversight and guidance as needed to ensure the proper implementation of the requirements. The Uniform Grants Guidance (UGG) (Title 2 of the Code of Federal Regulations (CFR) Part 200) applies to many Federal financial assistance agreements that will include BABA requirements. The general provisions of 2 CFR Part 200 determine the responsible party for the grant funding authority.

      For information on SRF program roles and responsibilities, see question 7.6.At all levels, where fraud, waste, abuse, or any violation of the law is suspected, the Office of Inspector General (OIG) should be contacted immediately. The OIG can be reached at 1-888- 546-8740

or OIG_Hotline@epa.gov. More information can be found at this website: http://www.epa.gov/oig/hotline.htm.

- Q5.2: When will the BABA requirements be assessed for compliance? Do assistance recipients need to have waivers for potential non-domestic products before assistance agreements are in place, at the time products are procured or products are incorporated into the project (i.e., used)?

    - A5.2: Compliance is assessed where the domestic product is used (or installed) at the project site. Proper compliance documentation, whether it is a BABA certification letter or a waiver, should accompany a product prior to its "use", in accordance with Section 70914(a) of IIJA. This may occur prior to assistance agreements being in place but is not necessary. Additionally, communication of BABA requirements through appropriate Terms and Conditions in financial assistance agreements and in project solicitation and contract documents is key in ensuring all parties involved are informed of the requirements for the project before construction is underway.

- Q5.3: How can product compliance with the BABA requirements be demonstrated?

    - A5.3: Assistance recipients and their representatives should ensure that the products delivered to the construction site are accompanied by proper documentation that demonstrate compliance with the law and be made available to the funding authority upon request. The documentation may be received and maintained in hard copy, electronically, or could be embedded in construction management software. The use of a signed certification letter for the project is the most direct and effective form of compliance documentation for ensuring products used on site are BABA-compliant prior to their installation; however, other forms of documentation are also acceptable as long as collectively, the following can be demonstrated:

        (1) Documentation linked to the project. For example, this can be in the form of the project name, project location, contract number, or project number.
        (2) Documentation linked to the product used on the project. For example, description of product(s) (simple explanation sufficient to identify the product(s)), or an attached (or electronic link to) purchase order, invoice, or bill of lading.
        (3) Documentation includes statement attesting that the products supplied to the assistance recipient are compliant with BABA requirement. Reference to the Infrastructure Investment and Jobs Act ("IIJA") or the Bipartisan Infrastructure Law (BIL) are also acceptable. For iron and steel items under BABA, references to the American Iron and Steel (AIS) requirements are also acceptable and reciprocal with BABA for such items.
        (4) Documentation that manufacturing occurred in the United States, which could include, for example, the location(s) of manufacturing for each manufacturing step that is being certified. It is acceptable for manufactured products to note a single point of manufacturing, documenting that the final point of manufacturing is in the United States. Note that each BABA category may require different determinations for

compliance.

(5) Signature of company representative (on company letterhead and signature can be electronic). The signatory of the certifying statement affirms their knowledge of the manufacturing processes for the referenced product(s) and attests that the product meets the BABA requirements.

In addition to compliance documentation, assistance recipients or their representatives should also conduct a visual inspection of the product when it arrives to the project site, especially for iron and steel products which are often stamped with the country of origin. (Note: A country of origin stamp alone is not sufficient verification of compliance with BABA and assistance receipts should not rely on it to ensure compliance.)

EPA may develop alternative procedures for demonstrating compliance. Additional project- or program-specific instructions may be developed on a case-by-case basis in order to meet individual circumstances.

- Q5.4: Will EPA provide a form or template for tracking and documenting compliance?

- A5.4: EPA does not require a specified format for tracking or documenting compliance. Assistance recipients are free to develop any system (from simple to complex software) for tracking items used on the project and the accompanying compliance documentation, e.g., certification letters, applicable waivers, if it helps with implementation and compliance. Elements that may help with keeping track of compliance may include: product description, quantity required/used, product category (i.e., iron and steel, manufactured product, or construction material), status of obtaining certification letter, product cost, and whether the item might qualify as *de minimis*, or qualify under another applicable waiver.

- Q5.5: If a manufacturer claims to comply with the Buy American Act, does it also comply with BABA?

    - A5.5: No. With the exception of the AIS requirements – which EPA interprets to be equivalent to the "iron and steel" requirements under BABA – EPA does not have an interpretation about the comparability of other domestic preference requirements relative to BABA. Any products that are to be certified as compliant with BABA should include a specific reference to the BABA requirements and appropriate attestation from a responsible manufacturing company official. See Question 5.3 for EPA's recommendations for BABA certification letters.

- Q5.6: How will assistance recipients manage certification letters for hundreds, possibly thousands of products?

    A5.6: EPA recognizes that the new BABA requirements will cover most products used in typical water and wastewater infrastructure projects, and that the number of items which may require certification at large and/or complex projects may reach several hundred. EPA is concerned about the potential administrative burden that this would place on assistance recipients. EPA recommends that projects with a high number of potentially covered

products meet with their funding authority about potential compliance strategies to minimize burden and streamline compliance activity. Assistance recipients should prepare contract bid solicitation documents with a statement for the consulting engineers and construction firms as follows: "By signing payment application and recommending payment, Contractor certifies they have reviewed documentation for all products and materials submitted for payment, and the documentation is sufficient to demonstrate compliance with Build America, Buy America Act requirements." In most cases, the assistance recipient's representatives may assume the responsibility for their clients to conduct due diligence on compliance with applicable domestic preference requirements.

- Q5.7: Who is responsible for documenting the 55 percent content requirement for manufactured products under BABA? What if the final manufacturer cannot trace or verify domestic origin for all components?

    - A5.7: The manufacturer who signs a certification letter is responsible for documenting compliance with any of the three categories of products (iron and steel, manufactured products, or construction materials). For manufactured products, BABA requires that greater than 55 percent of the total cost of all components of the manufactured product be from domestic sources. EPA recommends that the certification letter for manufactured products document whether the item passes the content test in the final product along with a statement attesting to compliance with the BABA requirements for manufactured products.

- Q5.8: How do final product fabricators document compliance when the final step of manufacturing may be simply assembling components?

    - A5.8: It is acceptable, in many cases, especially for highly complex manufactured products that utilize many sub-components, for the final point of assembly to certify without using a "step certification" process. Multiple certifications (i.e., step certifications) or a singular certification can be used for a product, as long as the certifying official is willing to attest to the product's compliance with BABA requirements at all stages of manufacturing.

- Q5.9: Will Material Test Reports be acceptable in lieu of a BABA certification for iron and steel?

    - A5.9: Material Test Reports (MTRs, commonly referred to as "Mill Certifications" or "Mill Certs") provide the chemical composition of steel and iron from a mill or foundry. If an MTR accompanies the delivery of steel or iron to a project site with an invoice or bill of lading, EPA will consider it sufficient to demonstrate compliance (equivalent to a certification letter) as long as the MTR includes a manufacturer representative's signature in addition to the location (city and state) of the mill/foundry. It is common for MTRs to be the first letter in a "step certification" if the product is further fabricated or painted, etc., by another manufacturer.

- Q5.10: Can a manufacturer use a fillable certification letter for products?

- A5.10: EPA recommends that certifications be signed by representatives of the manufacturing entity. EPA does not oppose manufacturers using forms to internally develop letters within their company, thereby providing signed, non-manipulable certification letters to suppliers, distributors, and/or assistance recipients. A fillable form that can be changed by someone outside of the manufacturer after signature does not demonstrate compliance and may create compliance concerns for the manufacturer or assistance recipient.

- Q5.11: Are product certifications from suppliers and distributors allowed?

    - A5.11: EPA recommends that representatives of product manufacturers certify compliance and discourages suppliers and distributors from creating certification letters. EPA does not rule out the possibility that a third-party certification process, such as a certification by a distributor, may be viable. However, EPA is currently not aware of a system or proposed system that meets the EPA's recommendations for documentation of product certification.

- Q5.12: How long should assistance recipients keep compliance documentation?

    - A5.12: Assistance recipients should apply recordkeeping requirements for the project according to the procedures dictated by the funding authority. For most EPA grant programs, this is prescribed in the UGG at 2 CFR 200.334-200.338; e.g., the SRF programs require a minimum of three years. Other funding programs may require longer documentation retention periods.

SECTION 6: PROGRAMS WITH AMERICAN IRON AND STEEL REQUIREMENTS

- Q6.1: Does BABA supersede the American Iron and Steel (AIS) Requirements?

    - A6.1: The BABA requirements for items considered "iron and steel" are equivalent to those for covered iron and steel products under the AIS requirements in the Clean Water Act and the Safe Drinking Water Act. These requirements apply to the CWSRF, DWSRF, WIFIA, and Water infrastructure Community Grants. BABA includes a "Savings Provision" (Section 70917(b)) that states that BABA does not affect existing domestic content procurement preferences for infrastructure projects funded by Federal financial assistance programs that meet the requirements of section 70914. EPA views the AIS requirements as meeting the "iron and steel" product requirements of BABA Section 70914, as they both include the key requirement that items made of iron and steel be wholly manufactured in the United States from the point of melting and/or pouring the iron or steel components through final manufacturing step. Because of the "Savings Provision" of Section 70917, the AIS requirements satisfy the "iron and steel" requirements of BABA. For the programs that have AIS requirements, EPA intends to implement BABA requirements the same way for iron and steel items as it has done for AIS products.

- Q6.2: For iron and steel products, does a manufacturer need to demonstrate compliance from initial melting through the finished product?

    - A6.2: For iron and steel products, the BABA requirements are the same as the existing AIS requirements, in that all of the iron and steel in a covered product (that is, the product is comprised of more than 50 percent iron and steel by material cost) must be melted and poured in the United States and all subsequent manufacturing processes (such as grinding, rolling, bending, reheating, and casting) must occur in the United States.

Q6.3: Will EPA apply the same manufacturing standards for BABA iron and steel products as for the American Iron and Steel (AIS) requirements?

- A6.3: Yes. For AIS, EPA did not require raw materials used in the production of steel or iron to be domestically sourced. For BABA, EPA interprets the requirements to be the same. Hence, like AIS, raw materials in the production of iron and steel subject to BABA requirements would not need to be domestically sourced. The key step for both AIS and BABA domestic iron and/or steel production is the melting/pouring (that is, the location of the furnace), which must be in the United States.

- Q6.4: Will the certification process be similar to the process established for the American Iron and Steel requirements?

    - A6.4: EPA expects the certification process for the BABA requirements to be very similar to that established for the AIS requirements. For iron and steel products, the process should remain the same for AIS and BABA. EPA recommends for manufactured products and for construction materials that certification letters include direct reference to the product/material content requirements under BABA, in addition to an affirmative statement verifying that the product meets the BABA requirements.

- Q6.5: Will duplicate certification letters be required for AIS and BABA for iron/steel products?

    - A6.5: No. Compliance with BABA requirements will be sufficient to demonstrate compliance with AIS requirements for iron and steel products. If a project is subject to BABA, the only demonstration of compliance necessary is with the BABA requirements, of which the iron and steel requirements are equivalent to those of the AIS statutory requirements: the iron or steel in a product made primarily or predominantly of iron and steel (comprising more than 50 percent iron and steel by material cost) must be melted and/or poured in the United States and all subsequent manufacturing processes must occur in the United States.

SECTION 7: PROGRAM-SPECIFIC ISSUES

- Q7.1.: How do the BABA requirements apply to Community Grants?

    - A7.1: The Community Project Funding/Congressionally Directed Spending grants for the construction of drinking water, wastewater, and stormwater infrastructure and for water

quality protection are subject to the requirements specified in the explanatory statement accompanying the Consolidated Appropriations Act (Explanatory Statement for Division G of P.L. 117-13, the Consolidated Appropriations Act of 2022). The explanatory statement asserts: "Applicable Federal requirements that would apply to a Clean Water State Revolving Fund or Drinking Water State Revolving Fund project grant recipient shall apply to a grantee receiving a CPF grant under this section." Therefore, the federally funded Community Project Funding/Congressionally Directed Spending grants are subject to the same requirements that apply to CWSRF or DWSRF projects, including BABA and AIS requirements. See also A1.2.

- Q7.2: Should SRF projects covered by the BABA SRF Projects Design Planning Adjustment Period Waiver follow the same procedures for demonstrating compliance as outlined for American Iron and Steel requirements?

    - A7.2: Yes. The SRF Design Planning Adjustment Period waiver does not waive the iron and steel requirements under BABA. The SRF programs have existing domestic preference requirements for SRF projects under CWA Section 608 and SDWA Section 1452(a)(4) (AIS requirements) to use iron and steel products that are produced in the United States. Sections 70917(a) and (b) of BIL explain the application of BABA to existing domestic preference requirements. Specifically, the savings provision in Section 70917(b) states that existing domestic preference requirements that meet BABA requirements are not affected by BABA. The statutory AIS requirements were existing at the time BABA became law and satisfy the BABA iron and steel requirements. Therefore, the statutory AIS requirements that have previously applied to SRF-funded projects will continue to do so, and compliance with AIS requirements will satisfy the BABA iron and steel requirements. Demonstration of compliance for iron and steel products will follow the AIS implementation policies for projects subject to the waiver.

- Q7.3: For SRF programs, is BABA considered a federal cross-cutting authority? (i.e., do "equivalency" rules apply?)

    - A7.3: Yes, BABA is considered a federal cross-cutting requirement that applies to SRF assistance equivalent to the federal capitalization grant (i.e., "equivalency" projects). EPA's SRF regulations at 40 CFR 35.3145 and 35.3575 require states and recipients of SRF funds equivalent to the amount of the federal capitalization grant to comply with federal cross-cutting requirements. Section 70914 of the IIJA, which states when a Buy America preference applies, explains that "none of the funds made available for a Federal financial assistance program for infrastructure…may be obligated for a project unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States." Therefore, BABA only applies to projects funded in an amount equivalent to the federal capitalization grant and not to those projects receiving funds in excess of the capitalization grant (i.e., "non-equivalency" projects). (Note: The AIS requirements continue to apply for all SRF projects, including non-equivalency projects, and all WIFIA and Community Grant projects, because equivalency does not apply.)

- Q7.4: Do the BABA requirements apply to Drinking Water State Revolving Fund set-asides?

    - A7.4: Due to requirements related to the deposit of funds in the DWSRF program, almost all of the funds used to conduct set-aside activities are Federal dollars. Therefore, Federal cross- cutting requirements must be applied to all set-aside activities. However, in the case of most set-aside activities, the cross-cutting requirements will not be implicated because of the nature of the activities conducted under the set-asides. Because the BABA requirements only apply to infrastructure, and infrastructure typically is not an eligible set-aside expenditure (with one potential exception being loans for incentive-based source water protection measures under the Local Assistance and Other State Programs Set-Aside), the BABA requirements will not apply to most set-aside activities.

- Q7.5: What if an SRF project is refinanced using Federal financial assistance on or after May 14, 2022?

    - A7.5: If an SRF project began construction, financed from another funding source, prior to May 14, 2022, but is refinanced through an assistance agreement executed on or after that date, BABA requirements will apply to all construction that occurs on or after May 14, 2022, through completion of construction, unless a waiver applies. There is no retroactive application of the BABA requirements where a refinancing occurs for an SRF project that has completed construction prior to May 14, 2022. (Note: If SRF funding is used for the refinancing, the AIS requirements may still apply depending on the timing of construction.)

- Q7.6: What are the roles and responsibilities for SRF programs for BABA implementation?

    - A7.6: Implementation of the BABA requirements for the State Revolving Fund programs will continue the roles and responsibilities from the successful AIS implementation process.

      As with AIS, it is both the assistance recipient's and the state's responsibility to ensure compliance with the BABA requirements. The state is the recipient of a federal capitalization grant and must comply with all grant conditions, including a condition requiring adherence to BABA requirements.

      Consequently, states are strongly advised to conduct site visits of projects during construction and review documentation demonstrating the assistance recipient's proof of compliance. In EPA's experience, most states conduct periodic site visits and arrange timely meetings with funded projects. Observed best practices typically include a meeting early in the process (sometimes before bid and usually prior to commencing construction) and at least one project site visit during the construction process. Assistance recipients must maintain documentation of compliance with the BABA requirements, as explained in question 5.3. The documents must be kept by the assistance recipient and should be reviewed by the state during project reviews.

      The state's role in the waiver process is to review any waiver requests submitted to the state to ensure that all necessary information has been provided by the assistance recipient prior to forwarding the request to EPA. If a state finds the request lacking, the state should work with

the assistance recipient to help obtain complete information. Question 4.1 explains the information needed by EPA to expediently review a waiver request.

In order to implement the BABA requirements, EPA has developed an approach for effective and efficient implementation of the waiver process to allow projects to proceed in a timely manner. The framework described below will allow states, on behalf of the assistance recipients, to apply for waivers of the BABA requirements directly to EPA Headquarters. Only waiver requests received and/or endorsed from states will be considered. Pursuant to BABA, EPA has the responsibility to make findings as to the issuance of waivers to the BABA requirements.

Step-by-step SRF Waiver Process

The waiver process begins with the assistance recipient. To fulfill the BABA requirements, the assistance recipient must in good faith design the project (where applicable) and solicit bids for construction with American-made iron and steel, manufactured goods, and construction materials. It is essential that the assistance recipient include the BABA terms in any request for proposals or solicitations for bids, and in all contracts (see Appendix 2 for sample construction contract language). The assistance recipient may receive a waiver at any point before, during, or after the bid process, if one or more of three statutory conditions is demonstrated to EPA and approved.

To apply for a project-specific waiver, the assistance recipient should email the request in the form of a Word document (.doc) or editable PDF (.pdf) to the funding program. It is strongly recommended that each state identify a person or persons for BABA communications. The state designee(s) will review the application for the waiver and determine whether the necessary information has been included (Note: More information may be provided in the future regarding what information is required to be included in waiver requests). Once the waiver application is complete, the designee (State) will forward the application to the EPA for review.

Evaluation by EPA

After receiving an application for waiver of the BABA requirements and ensuring sufficient information was provided, EPA will publish the request on its website for 15 days and receive public comment. EPA will then determine whether the application properly and adequately documents and justifies the statutory basis cited for the waiver.

In the event that EPA finds that adequate documentation and justification has been submitted, the Administrator may grant a waiver to the assistance recipient. EPA will notify the state designee whether a waiver request has been approved or not approved as soon as such a decision has been made. Granting such a waiver is a four-step process:

1. Research – After receiving an application for a waiver, EPA will perform market research to determine whether the iron, steel, manufactured goods, or construction materials are available domestically.

2. Posting – After research, if no domestic product has been identified, EPA is required to

publish the application and all material submitted with the application on EPA's website for 15 days. During that period, the public will have the opportunity to review the request and provide informal comment to EPA. The website can be found at: https://www.epa.gov/cwsrf/build-america-buy-america-baba-waivers-open-public-comment.

3. Evaluation – After receiving an application for waiver of the BABA requirements, EPA will determine whether the application properly and adequately documents and justifies the statutory basis cited for the waiver to determine whether or not to grant the waiver.

4. Signature of waiver approval by the Administrator or another agency official with delegated authority – As soon as the waiver is signed and dated, EPA will notify the State SRF program and post the signed waiver on the Agency's website. The assistance recipient should keep a copy of the signed waiver in its project files.

(Note: Additional steps may be required in the future regarding the waiver process depending on additional guidance from OBM) APPENDIX 1

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
WASHINGTON, D.C. 20460

MAR 20 2014

OFFICE OF WATER

MEMORANDUM

SUBJECT: Implementation of American Iron and Steel provisions of P.L. 113-76, Consolidated Appropriations Act, 2014

FROM: Andrew D. Sawyers, Director
Office of Wastewater Management (4201M)

Peter C. Grevatt, Director
Office of Ground Water and Drinking Water (4601M)

TO: Water Management Division Directors
Regions I - X

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

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

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

Implementation

The Act states:

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

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

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

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

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

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

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

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

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

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

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

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

Project Coverage

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

9) What about refinancing?

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

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

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

<u>Covered Iron and Steel Products</u>

11) What is an iron or steel product?

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

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

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

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

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

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

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

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

15) What is the definition of steel?

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

16) What does 'produced in the United States' mean?

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

do not have to be of domestic origin.

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

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

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

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

19) What is the definition of 'municipal castings'?

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

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

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

20) What is 'structural steel'?

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

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

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

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

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

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

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

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

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

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

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

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

Compliance

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

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

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

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

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

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

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

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

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

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

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

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

If fraud, waste, abuse, or any violation of the law is suspected, the Office of Inspector General (OIG) should be contacted immediately. The OIG can be reached at 1-888-546-8740 or OIG_Hotline@epa.gov. More information can be found at this website: http://www.epa.gov/oig/hotline.htm.

28) How do international trade agreements affect the implementation of the AIS requirements?

The AIS provision applies in a manner consistent with United States obligations under international agreements. Typically, these obligations only apply to direct procurement by the entities that are signatories to such agreements. In general, SRF assistance recipients are not signatories to such agreements, so these agreements have no impact on this AIS provision. In the few instances where such an agreement applies to a municipality, that municipality is under the obligation to determine its applicability and requirements and document the actions taken to comply for the State.

Waiver Process

The statute permits EPA to issue waivers for a case or category of cases where EPA finds (1) that applying these requirements would be inconsistent with the public interest; (2) iron and steel products are not produced in the US in sufficient and reasonably available quantities and of a satisfactory quality; or (3) inclusion of iron and steel products produced in the US will increase the cost of the overall project by more than 25 percent.

In order to implement the AIS requirements, EPA has developed an approach to allow for effective and efficient implementation of the waiver process to allow projects to proceed in a timely manner. The framework described below will allow States, on behalf of the assistance recipients, to apply for waivers of the AIS requirement directly to EPA Headquarters. Only waiver requests received from states will be considered. Pursuant to the Act, EPA has the responsibility to make findings as to the issuance of waivers to the AIS requirements.

Definitions

The following terms are critical to the interpretation and implementation of the AIS requirements and apply to the process described in this memorandum:

Reasonably Available Quantity: The quantity of iron or steel products is available or will be available at the time needed and place needed, and in the proper form or specification as specified in the project plans and design.

Satisfactory Quality: The quality of iron or steel products, as specified in the project plans and designs.

Assistance Recipient: A borrower or grantee that receives funding from a State CWSRF or DWSRF program.

Step-By-Step Waiver Process

Application by Assistance Recipient

Each local entity that receives SRF water infrastructure financial assistance is required by section 436 of the Act to use American made iron and steel products in the construction of its project. However, the recipient may request a waiver. Until a waiver is granted by EPA, the AIS requirement stands, except as noted above with respect to municipalities covered by international agreements.

The waiver process begins with the SRF assistance recipient. In order to fulfill the AIS requirement, the assistance recipient must in good faith design the project (where applicable) and solicit bids for construction with American made iron and steel products. It is essential that the assistance recipient include the AIS terms in any request for proposals or solicitations for bids, and in all contracts (see Appendix 3 for sample construction contract language). The assistance recipient may receive a waiver at any point before, during, or after the bid process, if one or more of three conditions is met:

1. Applying the American Iron and Steel requirements of the Act would be inconsistent with the public interest;
2. Iron and steel products are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or
3. Inclusion of iron and steel products produced in the United States will increase the cost of the overall project by more than 25 percent.

Proper and sufficient documentation must be provided by the assistance recipient. A checklist detailing the types of information required for a waiver to be processed is attached as Appendix 1.

Additionally, it is strongly encouraged that assistance recipients hold pre-bid conferences with potential bidders. A pre-bid conference can help to identify iron and steel products needed to complete the project as described in the plans and specifications that may not be available from domestic sources. It may also identify the need to seek a waiver prior to bid, and can help inform the recipient on compliance options.

In order to apply for a project waiver, the assistance recipient should email the request in the form of a Word document (.doc) to the State SRF program. It is strongly recommended that the State designate a single person for all AIS communications. The State SRF designee will review the application for the waiver and determine whether the necessary information has been included. Once the waiver application is complete, the State designee will forward the application to the EPA for review.

Evaluation by EPA

After receiving an application for waiver of the AIS requirements, EPA Headquarters will publish the request on its website for 15 days and receive informal comment. EPA Headquarters will then use the checklist in Appendix 2 to determine whether the application properly and adequately documents and justifies the statutory basis cited for the waiver – that it is quantitatively and qualitatively sufficient – and to

determine whether or not to grant the waiver.

In the event that EPA finds that adequate documentation and justification has been submitted, the Administrator may grant a waiver to the assistance recipient. EPA will notify the State designee that a waiver request has been approved or denied as soon as such a decision has been made. Granting such a waiver is a three-step process:

1. Posting – After receiving an application for a waiver, EPA is required to publish the application and all material submitted with the application on EPA's website for 15 days. During that period, the public will have the opportunity to review the request and provide informal comment to EPA. The website can be found at: http://water.epa.gov/grants_funding/aisrequirement.cfm

2. Evaluation – After receiving an application for waiver of the AIS requirements, EPA Headquarters will use the checklist in Appendix 2 to determine whether the application properly and adequately documents and justifies the statutory basis cited for the waiver – that it is quantitatively and qualitatively sufficient – and to determine whether or not to grant the waiver.

3. Signature of waiver approval by the Administrator or another agency official with delegated authority – As soon as the waiver is signed and dated, EPA will notify the State SRF program, and post the signed waiver on our website. The assistance recipient should keep a copy of the signed waiver in its project files.

Public Interest Waivers

EPA has the authority to issue public interest waivers. Evaluation of a public interest waiver request may be more complicated than that of other waiver requests so they may take more time than other waiver requests for a decision to be made. An example of a public interest waiver that might be issued could be for a community that has standardized on a particular type or manufacturer of a valve because of its performance to meet their specifications. Switching to an alternative valve may require staff to be trained on the new equipment and additional spare parts would need to be purchased and stocked, existing valves may need to be unnecessarily replaced, and portions of the system may need to be redesigned. Therefore, requiring the community to install an alternative valve would be inconsistent with public interest.

EPA also has the authority to issue a public interest waiver that covers categories of products that might apply to all projects.

EPA reserves the right to issue national waivers that may apply to particular classes of assistance recipients, particular classes of projects, or particular categories of iron or steel products. EPA may develop national or (US geographic) regional categorical waivers through the identification of similar circumstances in the detailed justifications presented to EPA in a waiver request or requests. EPA may issue a national waiver based on policy decisions regarding the public's interest or a determination that a particular item is not produced domestically in reasonably available quantities or of a sufficient quality. In such cases, EPA may determine it is necessary to issue a national waiver.

If you have any questions concerning the contents of this memorandum, you may contact us, or have your staff contact Jordan Dorfman, Attorney-Advisor, State Revolving Fund Branch, Municipal Support Division, at dorfman.jordan@epa.gov or (202) 564-0614 or Kiri Anderer, Environmental Engineer, Infrastructure Branch, Drinking Water Protection Division, at anderer.kirsten@epa.gov or (202) 564-3134.

Attachments

Appendix 1: Information Checklist for Waiver Request

The purpose of this checklist is to help ensure that all appropriate and necessary information is submitted to EPA. EPA recommends that States review this checklist carefully and provide all appropriate information to EPA. This checklist is for informational purposes only and does not need to be included as part of a waiver application.

Items	✓	Notes
General • Waiver request includes the following information: — Description of the foreign and domestic construction materials — Unit of measure — Quantity — Price — Time of delivery or availability — Location of the construction project — Name and address of the proposed supplier — A detailed justification for the use of foreign construction materials • Waiver request was submitted according to the instructions in the memorandum • Assistance recipient made a good faith effort to solicit bids for domestic iron and steel products, as demonstrated by language in requests for proposals, contracts, and communications with the prime contractor		
Cost Waiver Requests • Waiver request includes the following information: — Comparison of overall cost of project with domestic iron and steel products to overall cost of project with foreign iron and steel products — Relevant excerpts from the bid documents used by the contractors to complete the comparison — Supporting documentation indicating that the contractor made a reasonable survey of the market, such as a description of the process for identifying suppliers and a list of contacted suppliers		
Availability Waiver Requests • Waiver request includes the following supporting documentation necessary to demonstrate the availability, quantity, and/or quality of the materials for which the waiver is requested: — Supplier information or pricing information from a reasonable number of domestic suppliers indicating availability/delivery date for construction materials — Documentation of the assistance recipient's efforts to find available domestic sources, such as a description of the process for identifying suppliers and a list of contacted suppliers. — Project schedule — Relevant excerpts from project plans, specifications, and permits indicating the required quantity and quality of construction materials • Waiver request includes a statement from the prime contractor and/or supplier confirming the non-availability of the domestic construction materials for which the waiver is sought • Has the State received other waiver requests for the materials described in this waiver request, for comparable projects?		

Appendix 2: HQ Review Checklist for Waiver Request

Instructions: To be completed by EPA. Review all waiver requests using the questions in the checklist, and mark the appropriate box as Yes, No or N/A. Marks that fall inside the shaded boxes may be grounds for denying the waiver. If none of your review markings fall into a shaded box, the waiver is eligible for approval if it indicates that one or more of the following conditions applies to the domestic product for which the waiver is sought:

1. The iron and/or steel products are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality.
2. The inclusion of iron and/or steel products produced in the United States will increase the cost of the overall project by more than 25 percent.

Review Items	Yes	No	N/A	Comments
Cost Waiver Requests • Does the waiver request include the following information? — Comparison of overall cost of project with domestic iron and steel products to overall cost of project with foreign iron and steel products — Relevant excerpts from the bid documents used by the contractors to complete the comparison — A sufficient number of bid documents or pricing information from domestic sources to constitute a reasonable survey of the market • Does the Total Domestic Project exceed the Total Foreign Project Cost by more than 25%?				
Availability Waiver Requests • Does the waiver request include supporting documentation sufficient to show the availability, quantity, and/or quality of the iron and/or steel product for which the waiver is requested? — Supplier information or other documentation indicating availability/delivery date for materials — Project schedule — Relevant excerpts from project plans, specifications, and permits indicating the required quantity and quality of materials • Does supporting documentation provide sufficient evidence that the contractors made a reasonable effort to locate domestic suppliers of materials, such as a description of the process for identifying suppliers and a list of contacted suppliers? • Based on the materials delivery/availability date indicated in the supporting documentation, will the materials be unavailable when they are needed according to the project schedule? (By item, list schedule date and domestic delivery quote date or other relevant information) • Is EPA aware of any other evidence indicating the non-availability of the materials for which the waiver is requested? Examples include: — Multiple waiver requests for the materials described in this waiver request, for comparable projects in the same State — Multiple waiver requests for the materials described in this waiver request, for comparable projects in other States — Correspondence with construction trade associations indicating the non-availability of the materials • Are the available domestic materials indicated in the bid documents of inadequate quality compared those required by the project plans, specifications, and/or permits?				

SR.EPA.61

Appendix 5: Sample Certifications

The following information is provided as a sample letter of **step** certification for AIS compliance. Documentation must be provided on company letterhead.

Date

Company Name

Company Address

City, State Zip

Subject: American Iron and Steel Step Certification for Project (XXXXXXXXXX)

I, (company representative), certify that the (melting, bending, coating, galvanizing, cutting, etc.) process for (manufacturing or fabricating) the following products and/or materials shipped or provided for the subject project is in full compliance with the American Iron and Steel requirement as mandated in EPA's State Revolving Fund Programs.

Item, Products and/or Materials:

1. Xxxx
2. Xxxx
3. Xxxx

Such process took place at the following location:

_____

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

Signed by company representative

The following information is provided as a sample letter of certification for AIS compliance. Documentation must be provided on company letterhead.

Date

Company Name

Company Address

City, State Zip

Subject: American Iron and Steel Certification for Project (XXXXXXXXXX)

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

Item, Products and/or Materials:

1. Xxxx
2. Xxxx
3. Xxxx

Such process took place at the following location:

_____

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

Signed by company representative

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

Q&A Part 2

PRODUCT QUESTIONS

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

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

   EPA also clarifies that minor components of two listed products – valves and hydrants -- may not need to meet the AIS requirements if the minor components compromise a very small quantity of minor, low-cost fasteners that are of unknown origin.

2. **Q: Does PCCP pipe have to be domestically produced?**

   A: Yes. Pre-stressed concrete cylinder pipe (PCCP) or other similar concrete cylinder pipes would be comparable to pre-cast concrete which is specifically listed in the Consolidated Appropriations Act of 2014 as a product subject to the AIS requirement.

3. **Q: If the iron or steel is made from recycled metals will the vendor/supplier have to provide a certification document certifying that the recycled metals are domestically produced?**

   A: No. Recycled source materials used in the production of iron and steel products do not have to come from the U.S. Iron or steel scrap, for instance, are considered raw materials that may come from anywhere. While certification is not required for the raw material, EPA does recommend that additional final processing of iron and steel be certified to have occurred in the U.S.

4. **Q: Do tanks used for filtration systems, if delivered to the construction site separately and then filled with filtration media onsite, have to be domestically produced?**

A: No. Tanks that are specifically designed to be filters, or as parts of a filtration system, do not have to be domestically produced because these parts are no longer simply tanks, even if the filter media has not been installed and will be installed at the project site, as is customary to do for shipping purposes. These parts have only one purpose which is to be housing for filters and cannot be used in another fashion.

5. **Q: Can a recipient use non-domestic flanged pipe?**

   A: No. While the Consolidated Appropriations Act of 2014 does not specifically mention flanged pipe, since it does mention both pipe and flanges, both products would need to be domestically produced. Therefore, flanged pipe would also need to be domestically produced.

6. **Q: Can a recipient use non-domestic couplings, expansion joints, and other similar pipe connectors?**

   A: No. These products would be considered specialty fittings, due to their additional functionality, but still categorized under the larger "fitting" categorization. Fittings are defined as a material that joins pipes together or connects to a pipe (AWWA, The Drinking Water Dictionary, 2000). Therefore, these products must comply with the AIS requirements and be produced domestically.

7. **Q: Can a recipient use non-domestic service saddles and tapping sleeves?**

   A: No. These products are necessary for pipe repair, to tap a water main, or to install a service or house connection. Therefore, they are included under the larger "pipe restraint" category which is a specifically identified product subject to the domestic preference in the Consolidated Appropriations Act of 2014.

8. **Q: The AIS guidance does not appear to cover reused items (i.e., existing pipe fittings, used storage tanks, reusing existing valves). How should reused items be addressed?**

   A: The AIS guidance does not address reuse of items. Reuse of items that would otherwise be covered by AIS is acceptable provided that the item(s) was originally purchased prior to January 17, 2014, the reused item(s) is not substantially altered from original form/function, and any restoration work that may be required does not include the replacement or addition of foreign iron or steel replacement parts. EPA recommends keeping a log of these reused items by including them on the assistance recipient's de minimis list, and stating therein that these items are reused products. The donation of new items (such as a manufacturer waiving cost for certain delivered items because of concerns regarding the origin of a new product) is not, however, considered reuse.

9. **Q: What does "time needed" mean in the AIS guidance, in reference to the definition of "Reasonably Available Quantity"?**

A: For considering whether a product would meet reasonably available quantity, "time needed" is based on the construction schedule. If the item is delayed and there is substantial impact on the overall construction schedule, this would not be according to the "time needed."

10. **Q: If a product is not specifically included on the list of AIS covered products, must it comply with AIS?**

    A: Possibly. The AIS requirements include a list of specifically covered products, one of which is construction materials, a broad category of potential products. For construction materials, EPA's AIS guidance includes a set of example items that it considers construction materials composed primarily of iron and steel and covered by the Act. This example list in the guidance is not an all-inclusive list of potential construction materials. However, the guidance also includes a list of items that EPA specifically does not consider construction materials, generally those of electrical or complex-mechanical nature. If a product is similar to the ones in the non-construction material list (and it is also not specifically listed by the Act), it is not a construction material. For all other items specifically included in the Act, coverage is generally self-evident.

11. **Q: If a listed iron and steel product is used as a part for an assembled product that is non-domestic, do the AIS requirements apply?**

    A: AIS requirements only apply to the final product as delivered to the work site and incorporated into the project. Other assemblies, such as a pumping assembly or a reverse osmosis package plant, are distinct products not listed and do not need to be made in the U.S. or composed of all U.S. parts. Therefore, for the case of a non-covered product used in a larger non-domestic assembly, the components, even if specifically listed in the Consolidated Appropriations Act, do not have to be domestically produced.

12. **Q: Is cast iron excluded from the AIS requirements?**

    A: No. Cast iron products that fall under the definition of iron and steel products must comply with the AIS requirements.

13. **Q: The guidance states that "construction materials" do not include mechanical equipment, but then identifies ductwork as a construction material. Please clarify.**

    A: Ductwork is not mechanical equipment, therefore it is considered a "construction material" and must comply with the AIS requirements.

14. **Q: Do "meters" mentioned in EPA's guidance as non-construction materials include both flow meters and water meters?**

    A: Yes. "Meters" includes any type of meter, including: flow meters, wholesale meters, and water meters/service connections.

15. **Q: Must coiled steel be domestic?**

    A: Yes. Coiled steel is an intermediate product used in the production of steel pipe and must come from a U.S. source or subject to a waiver in order to comply with the AIS requirements.

16. **Q: Are pig iron, direct reduced iron (DRI), and ingot considered raw materials?**

    A: No. These are considered intermediate products used in the production of iron or steel and must come from a U.S. source or subject to a waiver in order to comply with the AIS requirements.

17. **Q: Can assistance recipients rely on a marking that reads, "Made in the USA," as evidence that all processes took place in the U.S.?**

    A: No. This designation is not consistent with our requirements that all manufacturing processes of iron and steel products must take place in the U.S.

18. **Q: When determining what constitutes a product made "primarily" of iron or steel, who makes this determination?**

    A: The manufacturer will show if its product qualifies as primarily made of iron or steel. The recipient should expect the manufacturer to provide documentation/ certification that its product is AIS compliant.

19. **Q: Do aerators need to be produced domestically in order to comply with AIS?**

    A: No. Aerators, similar to pumps, are mechanical equipment that do not need to meet the AIS requirements. "Blowers/aeration equipment, compressors" are listed in EPA's guidance as non-construction materials.

20. **Q: Are Sluice and Slide Gates considered valves?**

    A: No. Valves are products that are generally encased / enclosed with a body, bonnet, and stem. Examples include enclosed butterfly, ball, globe, piston, check, wedge, and gate valves. Furthermore, "gates" (meaning sluice, slide or weir gates) are listed in EPA's guidance as non-construction materials.

AIS PROCESS QUESTIONS

21. **Q: Will notices of waiver applications be published in the federal register?**

    A: No. Applications for waivers will be published on EPA's website (http://water.epa.gov/grants_funding/aisrequirement.cfm**).** EPA will provide 15 days for open public comment, as noted on the website.

22. Q: Will states be collecting the step certification paper trail, as presented in the AIS guidance?

A. No. Assistance recipients must maintain documentation of compliance with AIS. EPA recommends use of the step certification process. This process is a best practice and traces all manufacturing of iron and steel products to the U.S. If the process is used, the state does not have to collect the documentation. The documents must be kept by the assistance recipient and reviewed by the state during project reviews.

23. Q: Why is it considered a best practice for states to conduct site visits, when it is the assistance recipient's responsibility to meet the AIS requirements?

A: It is both the assistance recipient's and the state's responsibility to ensure compliance with the AIS requirements. The state is the recipient of a federal grant and must comply with all grant conditions, including a condition requiring that the AIS requirements be adhered to. Therefore, it is recommended that states conduct site visits of projects during construction and review documentation demonstrating the assistance recipient's proof of compliance.

24. Q: Please further define the state's role in the waiver process.

A: The state's role in the waiver process is to review any waiver requests submitted to the state in order to ensure that all necessary information has been provided by the assistance recipient prior to forwarding the request to EPA. If a state finds the request lacking, the state should work with the assistance recipient to help obtain complete information.

25. Q: How much time does EPA have to evaluate the waiver during the evaluation step?

A: At a minimum, EPA is required to provide 15 days for open public comment. There is no specific deadline or time limit for EPA to review waiver requests. Each waiver request will come with its own specific details and circumstances and may require a different amount of time for review and analysis. For example, public interest waivers in general may take longer to review than availability waivers which are typically more straightforward. However, EPA understands that construction may be delayed while waiting for a waiver and will make every effort to review and issue decisions on waiver requests in a timely manner.

PROJECT QUESTIONS

26. Q: What if a project is funded by another funding entity (i.e., United States Department of Agriculture – Rural Development) where AIS is not required and begins construction after January 17, 2014 but then applies to the SRF to refinance the project? Are they ineligible?

A: The project is not ineligible. AIS requirements will apply to any construction that occurs after the assistance agreement is signed, through the end of construction. If construction is complete, there is no retroactive application of the AIS requirements.

27. **Q: If the assistance recipient can demonstrate through market research that the AIS requirement will exceed the 25 percent cost threshold, is the entire project exempt from the AIS requirement?**

    A: If the waiver application shows that the inclusion of American iron and steel products causes the entire cost of the project to increase by more the 25 percent, a waiver may be granted for the entirety of the project.

28. **Q: Can the recipient use non-SRF funds to pay for the non-compliant item.**

    A: No. It is not an acceptable to use non-SRF funds to pay for a non-compliant item. The Consolidated Appropriations Act of 2014 requires that all iron and steel products, no matter the source of funding, must be made in the U.S. if SRF funds are used in the project.

29. **Q: What constitutes "satisfactory quality" as defined in the AIS guidance, in reference to the availability waiver process.**

    A: "Satisfactory quality" means the product meets the project design specifications. A waiver may be granted if a recipient determines that the project plans and design would be compromised because there are no American made products available that meet the project design specifications.

30. **Q: The guidance states that the AIS requirement applies to any project "funded in whole or in part" by an SRF. Where is this in the Act?**

    A: The Act states that, "None of the funds made available by a … [State SRF program] … shall be used for a project for the construction, alteration, maintenance, or repair of a public water system or treatment works unless all of the iron and steel products used in the project are produced in the United States." This sentence clearly states that no SRF program may use its funds for a project unless all of the iron and steel products used in the project are made in the U.S. This is true even if only $1 of SRF funding is used in the project.

31. **Q: There is always an expectation on the part of an assistance recipient that the construction phase of a planning and/or design only loan will be funded through the SRF. If the original planning and/or design only loan was executed prior to a January 17, 2014, does this mean the entire project will be exempt from the AIS requirement?**

    A: If the original loan includes construction, and was executed prior to January 17, 2014, then the AIS provision does not apply to the project. If the original loan was only for planning and/or design, then a written commitment or documented "expectation" is needed to show exemption from the

requirements. Appearance on a priority list in an Intended Use Plan along with written reasonable assurance from the state that the recipient will receive SRF funding for project construction could provide sufficient evidence of "expectation of funding".

32. **Q: What if there has been a change order or redesign requiring new plans and specifications to be approved and they were approved after January 17, 2014: does the project now have to comply with AIS?**

    A: In most cases, no. Change orders are typically small enough changes that the original plan and specification date will still hold true. For example, if a pipe alignment has to be changed for a block or two due to unforeseen conditions, but new plans and specifications had to be submitted for this section of the project, then that could be considered a minor change. However, if there has been a major redesign, perhaps the whole project had to be redesigned starting from scratch, then the new plans and specification approval date would apply.

33. **Q: What if the bids on a project with plans and specifications approved before January 17, 2014 but the loan is signed after January 17, 2014 come in low, and there is significant funding remaining in the loan agreement, so the community designs a second project with the remaining funds: does that project have to comply with the AIS requirements?**

    A: If the second project is closely related in purpose, place and time to the first project, then the second project would be exempt from the AIS requirements. It is the assistance recipient's responsibility (with state oversight) to show that a project is closely related, or not, in purpose, place and time.

34. **Q: What if the assistance agreement was signed after January 17, 2014, state approval of plans for the first phase of the project was in place prior to January 17, 2014, but state approval of the plans for the second phase of the project was received after January 17, 2014?**

    A: In such a case, the AIS provision would not apply to the first phase of the project. If the second phase of the project is considered the same project as the first phase, due to its close relation in purpose, place and time, the entire project may be exempt. It is the assistance recipient's responsibility (with state oversight) to show that phases of a project is closely related, or not, in purpose, place and time.

35. **Q: Do products purchased through procurement-only contracts have to be comply with AIS?**

    A: Yes. For projects funded by SRF, the products procured under any form of contract must comply with AIS. A procurement-only contract generally involves the bulk purchase of common items (such as pipe, concrete, and/or pumps) of independent timing from a set of planned projects. If products which are purchased through a procurement-only contract are being installed under another contract, the procurement-only contract would probably not be considered a separate project in purpose, place and time; and therefore, would have to comply with the AIS requirements.

March 2015

American Iron & Steel Requirement for the Clean Water and Drinking Water State Revolving Funds

Q&A Part 3

*For CWSRF and DWSRF: On **January 17, 2014**, Public Law 113-76, the "Consolidated Appropriations Act, 2014," was enacted and included an American Iron and Steel requirement for the Clean Water and Drinking Water State Revolving Fund programs through the end of fiscal year 2014. Since then, the AIS requirement has continued for both programs, but through different statutes, with a few changes as described in the questions and answers provided below.*

*For CWSRF: On **June 10, 2014**, the Water Resources Reform and Development Act amended the Clean Water Act to include permanent requirements for the use of AIS products in CWSRF assistance agreements. Section 608 of the CWA now contains requirements for AIS that repeat those of the Consolidated Appropriations Act, 2014. All CWSRF assistance agreements must comply with Section 608 of the CWA for implementation of the permanent AIS requirement.*

*For DWSRF: On **December 16, 2014**, the President signed Public Law 113- 235, the "Consolidated and Further Continuing Appropriations Act, 2015," which provides fiscal year 2015 full-year appropriations through September 30, 2015. This law continues the requirement for the use of AIS products in DWSRF assistance agreements through September 30, 2015.*

CWSRF PROGRAM

1. **Q: The Water Resources Reform and Development Act amended the Clean Water Act to include permanent requirements for the use of AIS for CWSRF funded assistance agreements. Does the CWA include an exemption for plans and specifications approved prior to the enactment of the legislation similar to the exemption included in the Consolidated Appropriations Act (CAA) 2014?**

   A: Yes. The WRRDA amendment to the CWA, which included AIS requirements, included a similar exemption as the CAA 2014. For any CWSRF assistance agreement signed on or after October 1, 2014, if the plans and specifications were approved prior to June 10, 2014 (the enactment of WRRDA), then the project is exempt from AIS requirements. For assistance agreements signed prior to October 1, 2014, the previous dates in the CAA 2014 apply (see March 20, 2014, AIS guidance document).

   If a project does not require approved engineering plans and specifications, the bid advertisement date will count in lieu of the plans and specifications approval date for purposes of this exemption in Section 608 (f).

   The following table summarizes AIS exemptions based on the plans and specifications approval date for CWSRF funded projects.

CWSRF AIS Project Exemption Based on Plans and Specifications Approval Date		
Assistance Agreement Signed:	Exempt from AIS if Plans and Specifications Were Approved Before:	Basis for Exemption:
1/17/2014 through 9/30/2014	4/15/2014	• Consolidated Appropriations Act 2014 • National waiver signed 4/15/2014*
On or after 10/1/2014	6/10/2014	• Clean Water Act Section 608

** To be covered by the national waiver, the plans and specifications had to be submitted to the state prior to 1/17/2014*

2. **Q: Does the AIS requirement apply to refinanced CWSRF projects?**

   A: Yes, in some cases. If a project began construction, financed from a non-CWSRF source prior to June 10, 2014, but is refinanced through a CWSRF assistance agreement executed on or after October 1, 2014, AIS requirements will apply to all construction that occurs on or after June 10, 2014, through completion of construction, unless engineering plans and specifications were approved by the responsible state agency prior to June 10, 2014. For CWSRF projects funded on or after October 1, 2014, there is no retroactive application of the AIS requirements where a refinancing occurs for a project that has completed construction prior to June 10, 2014.

DWSRF PROGRAM

3. **Q: The Consolidated and Further Continuing Appropriations Act 2015 continues the AIS requirements for DWSRF funded assistance agreements. Does the Act include an exemption for plans and specifications approved prior to the enactment of the legislation, similar to the exemption included in the Consolidated Appropriations Act (CAA) 2014?**

   A: Yes. The Consolidated and Further Continuing Appropriations Act 2015 includes a similar exemption as the CAA 2014. For any assistance agreement signed on or after December 16, 2014 (the enactment of the Act), if the plans and specifications were approved prior to December 16, 2014, then the project is exempt from the AIS requirements. For assistance agreements signed prior to December 16, 2014, the previous dates in the CAA 2014 apply (see March 20, 2014 AIS guidance document).

   If a project does not require approved engineering plans and specifications, the bid advertisement date will count in lieu of the plans and specifications approval date for purposes of the exemption in Section 424(f).

4. **Q: Do DWSRF assistance agreements signed during the time period between September 30, 2014, and December 16, 2014, still have to comply with the AIS requirements?**

A: Yes. The Continuing Appropriations Resolution 2015 was signed on September 19, 2014, which extended funding for the DWSRF with the same conditions that were made applicable by the language in the Fiscal Year 2014 appropriations, including the requirement for the use of American Iron and Steel products in projects receiving financial assistance from the DWSRF. Therefore, all assistance agreements starting October 1, 2014, through the enactment of the Consolidated and Further Continuing Appropriations Act 2015 (signed December 16, 2014), must include the AIS requirements. However, if the plans and specifications for any of these projects were approved prior to April 15, 2014 (the date the national waiver was signed), then the project is exempt from the AIS requirements.

The following table summarizes AIS exemptions based on the plans and specifications approval date for DWSRF funded projects.

DWSRF AIS Project Exemption Based on Plans and Specifications Approval Date		
Assistance Agreement Signed:	Exempt from AIS if Plans and Specifications Were Approved Before:	Basis for Exemption:
1/17/2014 through 9/30/2014	4/15/2014	• Consolidated Appropriations Act 2014 • National waiver signed 4/15/2014*
10/1/2014 through 12/15/2014	4/15/2014	• Continuing Appropriations Resolution 2015 (continued CAA 2014 requirements)** • National waiver signed 4/15/2014*
12/16/2014 through 9/30/2015	12/16/2014	• Consolidated and Further Continuing Appropriations Act 2015

** To be covered by the national waiver, the plans and specifications had to be submitted to the state prior to 1/17/2014*

*** Following the first continuing resolution, there were two additional CRs to fill the gap between 12/11/2014 and 12/16/2014*

5. **Q: Does the AIS requirement apply to refinanced DWSRF projects?**

A: Yes, in some cases. If a project began construction, financed from a non-DWSRF source prior to December 16, 2014, but is refinanced through a DWSRF assistance agreement executed on or after December 16, 2014, AIS requirements will apply to all construction that occurs on or after December 16, 2014, through completion of construction, unless engineering plans and

specifications were approved by the responsible state agency prior to December 16, 2014. For DWSRF projects funded on or after December 16, 2014, there is no retroactive application of the AIS requirements where a refinancing occurs for a project that has completed construction prior to December 16, 2014.

BOTH CWSRF AND DWSRF PROGRAMS

6. **Q: If a coating is applied to the external surface of a domestic iron or steel component, and the application takes place outside of the United States, would the product be compliant under the AIS requirements?**

   A: Yes. The product would still be considered a compliant product under AIS requirements. Any coating processes that are applied to the external surface of iron and steel components that would otherwise be AIS compliant would not disqualify the product from meeting the AIS requirements regardless of where the coating processes occur, provided that final assembly of the product occurs in the United States.

   The exemption above only applies to coatings on the *external surface* of iron and steel components. It does not apply to coatings or linings on internal surfaces of iron and steel products, such as the lining of lined pipes. All manufacturing processes for lined pipes, including the application of pipe lining, must occur in the United States for the product to be compliant with AIS requirements.

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
WASHINGTON, D.C. 20460

OFFICE OF WATER

DECISION MEMORANDUM

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

FROM: Nancy K. Stoner
Acting Assistant Administrator

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

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

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

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Every water infrastructure project also involves the use of thousands of miscellaneous, generally low-cost components that are essential for, but incidental to, the construction and are incorporated into the physical structure of the project. For many of these incidental components, the country of manufacture and the availability of alternatives is not always readily or reasonably identifiable prior to procurement in the normal course of business; for other incidental components, the country of manufacture may be known but the miscellaneous character in conjunction with the low cost, individually and (in total) as typically procured in bulk, mark them as properly incidental. Examples of incidental components could include small washers, screws, fasteners (i.e., nuts and bolts), miscellaneous wire, comer bead, ancillary tube, etc. Examples of items that are clearly not incidental include significant process fittings (i.e., tees, elbows, flanges, and brackets), distribution system fittings and valves, force main valves, pipes for sewer collection and/or water distribution, treatment and storage tanks, large structural support structures, etc.

The EPA undertook multiple inquiries to identify the approximate scope of de minimis incidental components within water infrastructure projects during the implementation of the American Reinvestment and Recovery Act (ARRA) and its requirements (Buy American provisions, specifically). The inquiries and research conducted in 2009 applies suitably for the case today. In 2009, the EPA consulted informally with many major associations representing equipment manufacturers and suppliers, construction contractors, consulting engineers, and water and wastewater utilities, and performed targeted interviews with several well-established water infrastructure contractors and firms who work in a variety of project sizes, and regional and demographic settings to ask the following questions:

- What percentage of total project costs were consumables or incidental costs?

- What percentage of materials costs were consumables or incidental costs?

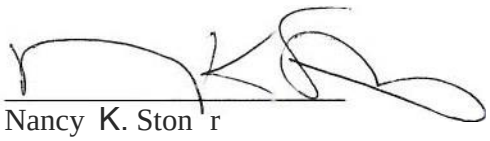
- Did these percentages vary by type of project (drinking water vs. wastewater treatment plant vs. pipe)?

The responses were consistent across the variety of settings and project types, and indicated that the percentage of total costs for drinking water or wastewater infrastructure projects represented by these incidental components is generally not in excess of 5 percent of the total cost of the materials used in and incorporated into a project. In drafting this waiver, the EPA has considered the de minimis proportion of project costs generally represented by each individual type of these incidental components within the many types of such components comprising those percentages, the fact that these types of incidental components are obtained by contractors in many different ways from many different sources, and the disproportionate cost and delay that would be imposed on projects if the EPA did not issue this waiver.

Assistance recipients who wish to use this waiver should in consultation with their contractors determine the items to be covered by this waiver and must retain relevant documentation (i.e., invoices) as to those items in their project files.

If you have any questions concerning the contents of this memorandum, please contact Timothy Connor, Chemical Engineer, Municipal Support Division, at connor.timothy@epa.gov or (202) 566-1059 or Kirsten Anderer, Environmental Engineer, Drinking Water Protection Division, at anderer.kirsten@epa.gov or (202) 564-3134.

Issued on: A?R t5 2014

Approved by: 

Nancy K. Ston r
Acting Assistan t Administrator

Ohio Water Pollution Control Loan Fund
Use of American Iron and Steel - De Minimis Final Utilization and Certification Form

The Consolidated Appropriations Act of 2014 (P.L. 113-76) Section 436 requires the use of American & Steel in SRF-funded projects. Under the authority of Section 436(b)(1), the EPA has issued a public interest waiver for De Minimis incidental components. The assistance recipient wishing to use this waiver should consult with their contractor(s) to maintain an itemized list of components covered under De Minimis. At the conclusion of the project, this form must be completed and retained in the assistance recipient's project files and a copy provided to DEFA. Please print clearly or type.

Project Name:_____ Loan Agrmt #: _____

NOTE: The De Minimis waiver is only applicable to the cost of materials for the entire project. Do not include other project costs (labor, installation costs, etc.) in the "Total Cost of Materials". The cost of a material must include delivery to the site and any applicable tax. Must have sufficient documentation to support all costs included in this calculation.

Funds used for de minimis incidental components cumulatively may comprise no more than a total of 5 percent of the total cost of the materials used in and incorporated into a project; the cost of an individual item may not exceed 1 percent of the total cost of the materials used in and incorporated into a project.

Total Cost of Materials: | 5% Limit: | 1% limit:

Manufacturer & Component Description	Part/Model #	Quantity (if applicable)	Cost per Unit (if applicable)	Component's Total Cost	How is Cost Documented?*

Use additional sheets as necessary

Total De Minimis Cost of Components:

If approaching the 5% or 1% limits, contact DEFA immediately

* Documentation must demonstrate confirmation of the components' actual costs (invoice, etc.).

Completed by:

Name: _____ Title: _____

Signature: _____ Date: _____

Prohibition on Telecommunications and Video Surveillance

§ 200.216 Prohibition on certain telecommunications and video surveillance services or equipment.

(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain;

(2) Extend or renew a contract to procure or obtain; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under Public Law 115–232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

(c) See Public Law 115–232, section 889 for additional information.

(d) See also § 200.471.

Resources:

2 CRF 200.216

FAQ's: Sec. 889 of 2019 NDAA_FAQ_20201124.pdf (performance.gov)

Public Law 115-232, Section 889

§ 200.471

SECTION 9
PREVAILING WAGE RATES

Davis-Bacon Wage Rate Requirements

(required contract provision)

Background and Applicability

On October 30, 2009, P.L. 111-88, "Making appropriations for the Department of the Interior, environment, and related agencies for the fiscal year ending September 30, 2010, and for other purposes," was enacted. This law provides appropriations for both the Clean Water State Revolving Fund (CWSRF) and the Drinking Water State Revolving Fund (DWSRF) for Fiscal Year 2010, while adding new requirements to these already existing programs. One new requirement requires the application of Davis-Bacon Act requirements.

Application of the Davis-Bacon Act requirements extend not only to assistance agreements funded with Fiscal Year 2010 appropriations, but to all assistance agreements executed on or after October 30, 2009, whether the source of the funding is prior year's appropriations, state match, bond proceeds, interest earnings, principal repayments, or any other source of funding so long as the project is financed by an SRF assistance agreement. If a project began construction prior to October 30, 2009 but is financed or refinanced through an assistance agreement executed on or after October 30, 2009, Davis-Bacon Act requirements will apply to all construction that occurs on or after October 30, 2009, through completion of construction.

Ohio EPA Responsibilities

With respect to the Water Pollution Control Loan Fund (WPCLF) and Water Supply Revolving Loan Account (WSRLA) revolving funds, EPA provides capitalization grants to each State which in turn provides funding assistance to eligible recipients within the State. Typically, the assistance recipients are municipal or other local governmental entities that manage the funds. Occasionally, the assistance recipients may be a private for profit or not for profit entity. Although EPA and the State are responsible for ensuring assistance recipients incorporate the wage rate requirements set forth herein as part of contracts for WPCLF and WSRLA funding, the assistance recipient has the primary responsibility to maintain payroll records and for compliance with Davis-Bacon Act requirements as described below.

Municipal Or Other Local Governmental Entities Recipient's Responsibilities

The following is intended to help assistance recipients understand and meet their obligations related to Davis-Bacon (DB). Each assistance recipients should, however, review the contract/subcontract requirements that are set forth later in this document for a more full understanding of DB obligations.

Prior to advertising for bids:

> Obtain the wage determination for the locality in which a covered activity subject to DB will take place from the Department of Labor (DOL) at www.wdol.gov.

> Incorporate these wage determinations into the request for bids.

> Include the required contract provisions (see below) into the contract documents.

> Require prime contracts to include provisions that subcontractors follow the wage determination incorporated into the prime contract.

During the advertisement period:

> Monitor www.wdol.gov on a weekly basis to ensure that the wage determination contained in the request for bids remains current.

> If DOL modifies the DB wage determination more than 10 days prior to the bid opening, issue an addendum reflecting the modification.

> If DOL modifies or supersedes the DB wage determination less than 10 days prior to bid opening and you cannot issue an addendum for the change, you must request a finding from Ohio EPA that there is not reasonable time to notify interested contractors of the modification of the wage determination. The Ohio EPA will give you a report of its findings.

After opening bids:

> If the contract(s) aren't awarded within 90 days of the bid opening you must monitor www.wdol.gov on a weekly basis to ensure that wage determinations used in the bids remain current.

> If the contract(s) aren't awarded within 90 days of the bid opening, any modifications or supersedes that DOL makes to the wage determination must be incorporated into the contract unless (1) you request an extension from Ohio EPA AND (2) Ohio EPA obtains an extension of the 90 day period from DOL pursuant to 29 CFR 1.6(c)(3)(iv).

After contracts are signed and during construction:

> Review all subcontracts subject to DB entered into by prime contractors to verify that the prime contractor has required its subcontractors to include the applicable wage determinations.

> DOL may issue a revised wage determination applicable to one or all of your contracts after the award of the contract or execution of the change order which incorporated DB requirements into the contract if DOL determines that you have failed to incorporate a wage determination or have used a wage determination that clearly does not apply to the contract. If this occurs, you shall either terminate the contract or change order and rebid the contract OR incorporate DOL's wage determination retroactive to the beginning of the contract by change order. The contractor must be compensated for any increases in wages resulting from the use of DOL's revised wage determination.

> Periodically interview a sufficient number of employees entitled to DB prevailing wages (covered employees) to verify that contractors or subcontractors are paying the appropriate wage rates. As provided in 29 CFR 5.6(a)(6), all interviews must be conducted in confidence. You must use Standard Form 1445 or equivalent documentation to memorialize the interviews.

> Establish and follow an interview schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, you must:

- conduct all interviews in confidence.
- conduct interviews with a representative group of covered employees within two weeks of each contractor or subcontractor's submission of its initial weekly payroll data and two weeks prior to the estimated completion date for the contract or subcontract.
- conduct more frequent interviews if the initial interviews or other information indicates that there is a risk that the contractor or subcontractor is not complying with DB.
- immediately conduct necessary interviews in response to an alleged violation of the prevailing wage requirements.

> Periodically conduct spot checks of a representative sample of weekly payroll data to verify that contractors or subcontractors are paying the appropriate wage rates. You must:

- establish and follow a spot check schedule based on your assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract.
- spot check payroll data within two weeks of each contractor or subcontractor's submission of its initial payroll data and two weeks prior to the completion date the contract or subcontract at a minimum.

- conduct more frequent spot checks if the initial spot check or other information indicates that there

is a risk that the contractor or subcontractor is not complying with DB.

• during the examinations, verify evidence of fringe benefit plans and payments thereunder by contractors and subcontractors who claim credit for fringe benefit contributions.

> Periodically review contractors' and subcontractors' use of apprentices and trainees to verify registration and certification with respect to apprenticeship and training programs approved by either the DOL or a state, as appropriate, and that contractors and subcontractors are not using disproportionate numbers of, laborers, trainees and apprentices. These reviews shall be conducted in accordance with the schedules for spot checks and interviews.

> Immediately report potential violations of the DB prevailing wage requirements to Andrew Lausted at EPA Region V at 312-886-0189 and to the appropriate DOL Wage and Hour District Office listed at http://www.dol.gov/esa/contacts/whd/america2.htm.

If contracts have already been signed and DB requirements need to be incorporated:

> If contracts have already been signed prior to WPCLF/WSRLA funding being provided, you must issue a change order, task order, work assignment or similar legally binding instrument and incorporate the appropriate DOL wage determination from www.wdol.gov as well as the required contract provisions into the contract(s).

> Initiate the contractor and subcontractor review and wage interview requirements as described above and provided in the **Contract And Subcontract Provisions**.

Private For Profit Or Not For Profit (Non-Governmental) Entities Recipient's Responsibilities

The requirements, responsibilities and contract provisions for Private For Profit or Not For Profit Entities (Non-Governmental Entities) is exactly the same as for Municipal Or Other Local Governmental Entities EXCEPT for the following:

Prior to advertising for bids:

> Obtain the proposed wage determinations for specific localities from www.wdol.gov.

> Submit the wage determination to Ohio EPA for approval prior to inserting the wage determination into the solicitation unless subsequently directed otherwise by Ohio EPA.

Contract And Subcontract Provisions For Contracts In Excess Of $2,000

The following language must be included in full in any contract in excess of $2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a public building or public work, or building or work financed in whole or in part with WPCLF or WSRLA funds and which is subject to the labor standards provisions of any of the acts listed in §5.1:

NOTE: Modify the first sentence to include the name of the WPCLF/WSRLA funding recipient prior to including these provisions in the contract documents.

Wage Rate Requirements

As used in these provisions "subrecipient" means_____(fill in WPCLF/WSRLA funding recipient name here).

(a) The following applies to any contract in excess of $2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a public building or public

work, or building or work financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in § 5.1.

(1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

Subrecipients may obtain wage determinations from the U.S. Department of Labor's web site, www.wdol.gov.

(ii)(A) The subrecipient(s), on behalf of EPA, shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The EPA award official shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the subrecipient(s) agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the subrecipient(s) to the State award official. The State award official will transmit the report, to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department

of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the State award official or will notify the State award official within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the and the subrecipient(s) do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the award official shall refer the questions, including the views of all interested parties and the recommendation of the State award official, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account asset for the meeting of obligations under the plan or program.

(2) Withholding. The subrecipient(s), shall upon written request of the EPA Award Official or an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the

plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly, for each week in which any contract work is performed, a copy of all payrolls to the subrecipient, that is, the entity that receives the subgrant or loan from the State capitalization grant recipient. Such documentation shall be available on request of the State recipient or EPA. As to each payroll copy received, the subrecipient shall provide written confirmation in a form satisfactory to the State indicating whether or not the project is in compliance with the requirements of 29 CFR 5.5(a)(1) based on the most recent payroll copies for the specified week. The payrolls shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on the weekly payrolls. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the subrecipient(s) for transmission to the State or EPA if requested by EPA, the State, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the subrecipient(s).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the State, EPA or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency or State may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees --

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe

benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the EPA determines may by appropriate, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and subrecipient(s), State, EPA, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

Contract Provision For Contracts In Excess Of $100,000 And Subject To The Overtime Provisions Of The Contract Work Hours And Safety Standards Act

The following language must be included in full in any contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These provisions are to be included in addition to the provisions for contracts in excess of $2,000. As used in these paragraphs, the terms laborers and mechanics include watchmen and guards.

(b) Contract Work Hours and Safety Standards Act. The following applies to any contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. As used in these paragraphs, the terms laborers and mechanics include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a)(1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The subrecipient, upon written request of the EPA Award Official or an authorized representative of the Department of Labor, shall withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

Contract Provision For Contracts In Excess Of $100,000 Subject ONLY To The Contract Work Hours And Safety Standards Act

In addition to the provisions for contracts in excess of $2,000, for any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 CFR 5.1, you must insert clauses requiring:

(c) The following applies to any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 CFR 5.1.

The contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

The records shall be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Ohio EPA, EPA and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

U.S. Department of Labor
Wage and Hour Division

PAYROLL

(For Contractor's Optional Use; See Instructions at www.dol.gov/whd/forms/wh347instr.htm)

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.

U.S. Wage and Hour Division

Rev. Dec. 2008

OMB No.: 1235-0008
Expires: 02/28/2018

NAME OF CONTRACTOR ☐ OR SUBCONTRACTOR ☐	ADDRESS	
PAYROLL NO.	FOR WEEK ENDING	PROJECT AND LOCATION / PROJECT OR CONTRACT NO.

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) NO. OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	OT. OR ST.	(4) DAY AND DATE — HOURS WORKED EACH DAY	(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS: FICA	WITH-HOLDING TAX			OTHER	TOTAL DEDUCTIONS	(9) NET WAGES PAID FOR WEEK
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DB.11

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 the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (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 employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Public Burden Statement

We estimate that is will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W. Washington, D.C. 20210

(over)

Date _____

I, _____ _____
(Name of Signatory Party) (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by

_____ on the
(Contractor or Subcontractor)

_____; that during the payroll period commencing on the
(Building or Work)

_____ day of _____, _____, and ending the _____ day of _____, _____,

all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

_____ from the full
(Contractor or Subcontractor)

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:

DB.12

_____

_____

_____

_____

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

☐ – in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

☐ – Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

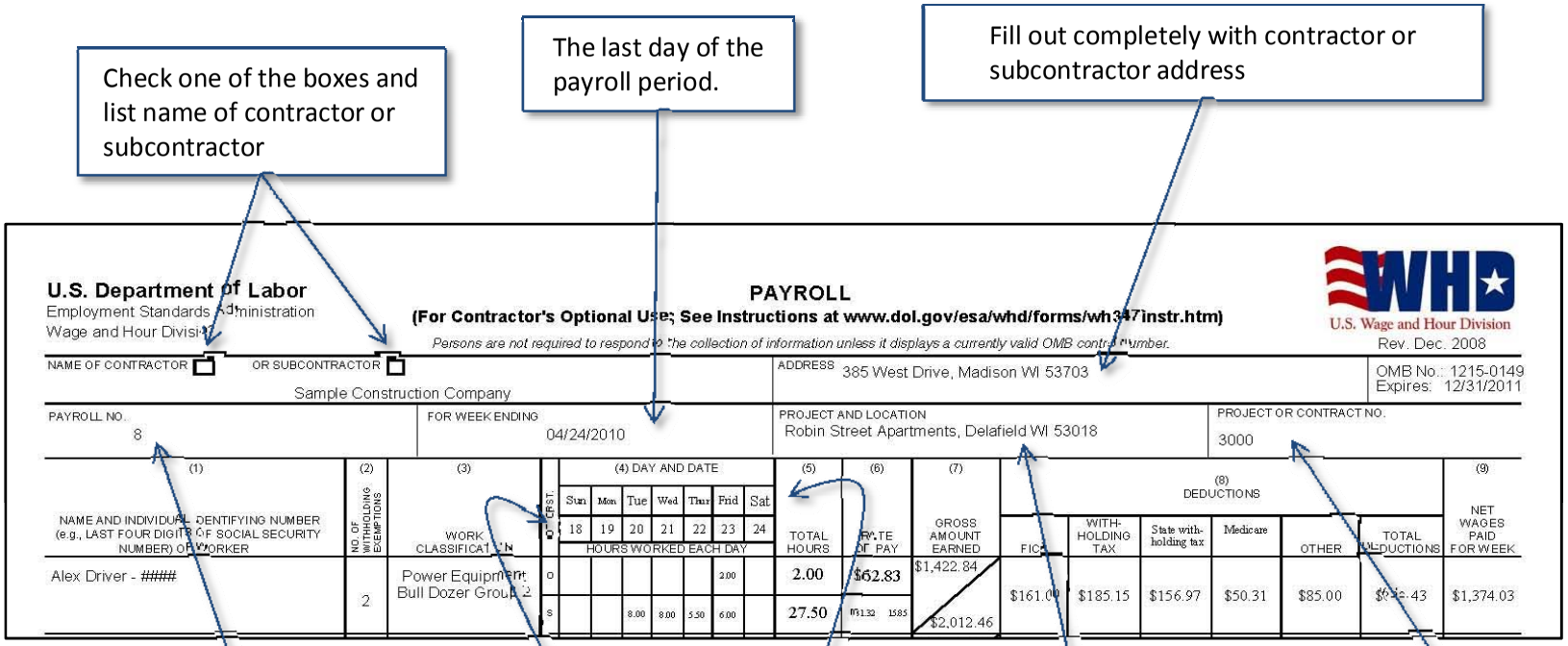
REMARKS:

NAME AND TITLE	SIGNATURE

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.

How to Correctly Fill Out a WH-347 Payroll Form

The completion of the WH-347 Payroll Form is optional; contractors may utilize their own payroll system as long as it conforms to the WH-347 Payroll Form and contains all the necessary information. If you utilize WH-347 Payroll Form as a pdf, saving it electronically aids in making any needed corrections.



U.S. Department of Labor
Employment Standards Administration
Wage and Hour Division

PAYROLL
(For Contractor's Optional Use; See Instructions at www.dol.gov/esa/whd/forms/wh347instr.htm)
Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.

U.S. Wage and Hour Division
Rev. Dec. 2008

NAME OF CONTRACTOR ☐ OR SUBCONTRACTOR ☐ Sample Construction Company

ADDRESS 385 West Drive, Madison WI 53703

OMB No.: 1215-0149
Expires: 12/31/2011

PAYROLL NO. 8

FOR WEEK ENDING 04/24/2010

PROJECT AND LOCATION Robin Street Apartments, Delafield WI 53018

PROJECT OR CONTRACT NO. 3000

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) NO. OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	(4) DAY AND DATE: Sun 18 / Mon 19 / Tue 20 / Wed 21 / Thur 22 / Frid 23 / Sat 24 — HOURS WORKED EACH DAY	(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS: FICA / WITHHOLDING TAX / State withholding tax / Medicare / OTHER / TOTAL DEDUCTIONS	(9) NET WAGES PAID FOR WEEK
Alex Driver - #####	2	Power Equipment Bull Dozer Group 2	O: 2.00	2.00	$62.83	$1,422.84	$161.00 / $185.15 / $156.97 / $50.31 / $85.00 / [illegible]	$1,374.03
			S: 8.00 8.00 5.50 6.00	27.50	1.32 1.585	$2,012.46		

Check one of the boxes and list name of contractor or subcontractor

The last day of the payroll period.

Fill out completely with contractor or subcontractor address

Payrolls must be numbered sequentially and should be based on the weeks worked under a contract.

Type the word "Final" when the last payroll is submitted for the project.

Indicate the days and dates of the pay period. (should match week ending directly above)

The name and location of project.

The prime contractor should include the project number as listed in the loan

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)

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.

(For Contractor's Optional Use; See Instructions at www.dol.gov/esa/whd/forms/wh347instr.htm)

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.

ADDRESS 385 West Drive, Madison WI 53703

FOR WEEK ENDING 04/24/2010

PROJECT AND LOCATION Robin Street Apartments, Delafield WI 53018

PROJECT OR CO 3000

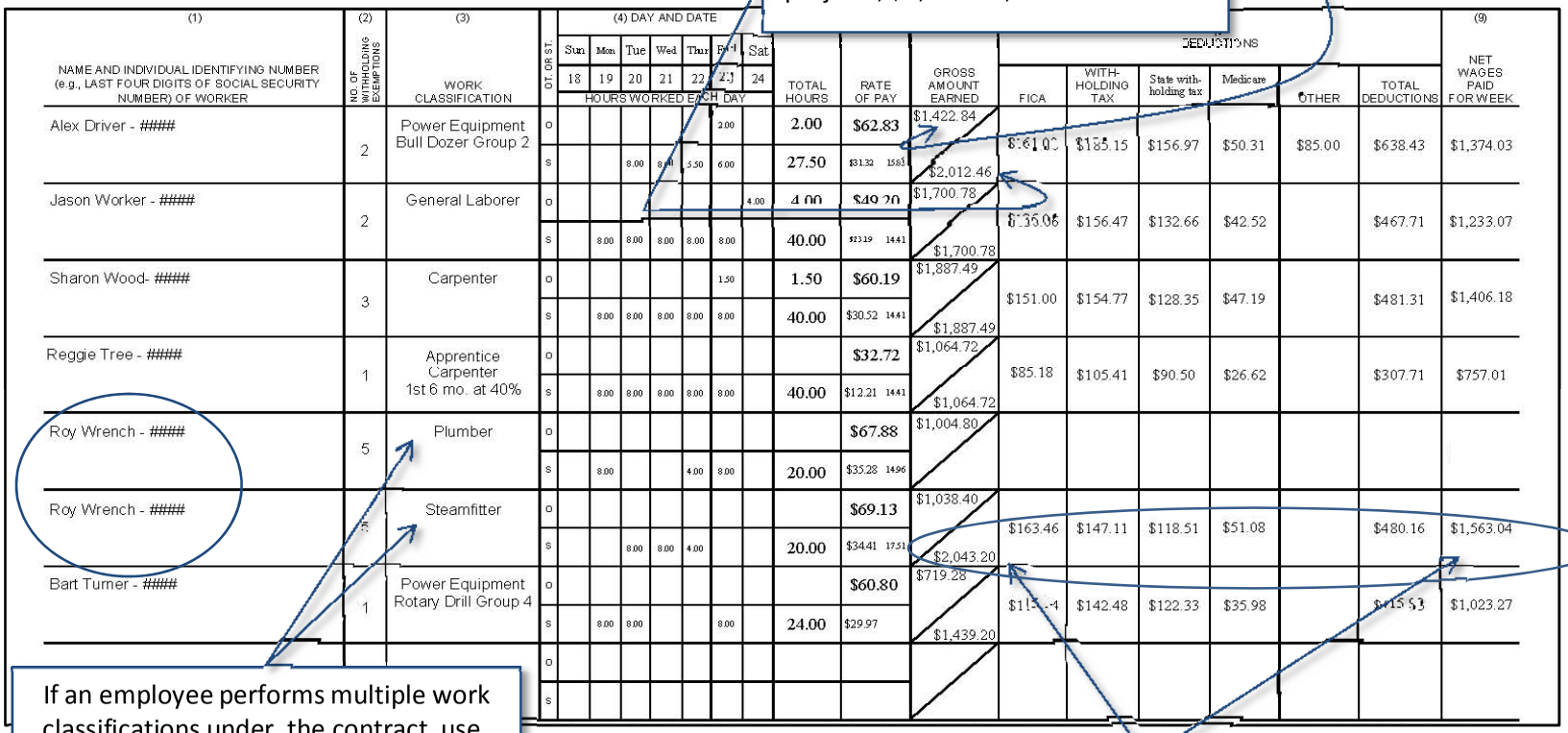
NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	NO. OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	O or S	(4) DAY AND DATE Sun 18	Mon 19	Tue 20	Wed 21	Thur 22	Fri 23	Sat 24	(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS FICA	WITH-				TOTAL DEDUCTIONS	(9) NET WAGES PAID FOR WEEK
Alex Driver - ####	2	Power Equipment Bull Dozer Group 2	O						2.00		2.00	$62.83	$1,422.84							
			S			8.00	8.00	5.50	6.00		27.50	$61.32 1585	$2,012.46	$161.00					$538.43	$1,374.03
Jason Worker - ####	2	General Laborer	O							4.00	4.00	$19.20	$1,700.78							
			S		8.00	8.00	8.00	8.00	8.00		40.00	$19 1441	$1,700.78	$136.06					$ .71	$1,233.07
Sherri Worker - ####	3	Carpenter	O						1.50		1.50	$60.19	$1,887.49							
			S		8.00	8.00	8.00	8.00	8.00		40.00	$30.52 1441	$1,887.49	$151.10	$154.77	$128.35	$47.19		$481.31	$1,406.18
		Apprentice Carpenter 1st 6 mo. at 40%	O									$32.72	$1,064.72							
			S		8.00	8.00	8.00	8.00	8.00		40.00	$12.21 1441	$1,064.72	$85.18	$105.41	$90.50	$26.62		$307.71	$757.01
		Plumber	O									$67.88	$1,004.80							
			S		8.00			4.00	8.00		20.00	$35.28 1496								
Roy Wrench - ####	5	Steamfitter	O									$69.13	$1,038.40							
			S			8.00	8.00	4.00			20.00	$34.41 1751	$2,043.20	$163.46	$147.11	$118.51	$51.08		$480.16	$1,563.04
Bart Turner - ####	1	Power Equipment Rotary Drill Group 4	O									$60.80	$719.28							
			S		8.00	8.00			8.00		24.00	$29.97	$1,439.20	$115.12	$142.48	$122.33	$35.98		$415.93	$1,023.27
			O																	
			S																	

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 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statemen or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the inform

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) NO. OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	OT OR ST	(4) DAY AND DATE Sun 18	Mon 19	Tue 20	Wed 21	Thur 22	Fri 23	Sat 24	TOTAL HOURS	RATE OF PAY	GROSS AMOUNT EARNED	DEDUCTIONS FICA	WITH-HOLDING TAX	State with-holding tax	Medicare	OTHER	TOTAL DEDUCTIONS	(9) NET WAGES PAID FOR WEEK
Alex Driver - ####	2	Power Equipment Bull Dozer Group 2	O						2.00		2.00	$62.83	$1,422.84							
			S			8.00	8.00	5.50	6.00		27.50	$51.32 15.81	$2,012.46	$61.00	$185.15	$156.97	$50.31	$85.00	$638.43	$1,374.03
Jason Worker - ####	2	General Laborer	O							4.00	4.00	$49.20	$1,700.78							
			S		8.00	8.00	8.00	8.00	8.00		40.00	$23.19 14.41	$1,700.78	$35.06	$156.47	$132.66	$42.52		$467.71	$1,233.07
Sharon Wood- ####	3	Carpenter	O						1.50		1.50	$60.19	$1,887.49							
			S		8.00	8.00	8.00	8.00	8.00		40.00	$30.52 14.41	$1,887.49	$151.00	$154.77	$128.35	$47.19		$481.31	$1,406.18
Reggie Tree - ####	1	Apprentice Carpenter 1st 6 mo. at 40%	O									$32.72	$1,064.72							
			S		8.00	8.00	8.00	8.00	8.00		40.00	$12.21 14.41	$1,064.72	$85.18	$105.41	$90.50	$26.62		$307.71	$757.01
Roy Wrench - ####	5	Plumber	O									$67.88	$1,004.80							
			S		8.00			4.00	8.00		20.00	$35.28 14.96								
Roy Wrench - ####		Steamfitter	O									$69.13	$1,038.40							
			S			8.00	8.00	4.00			20.00	$34.41 17.51	$2,043.20	$163.46	$147.11	$118.51	$51.08		$480.16	$1,563.04
Bart Turner - ####	1	Power Equipment Rotary Drill Group 4	O									$60.80	$719.28							
			S		8.00	8.00			8.00		24.00	$29.97	$1,439.20	$115.44	$142.48	$122.33	$35.98		$415.53	$1,023.27
			O																	
			S																	

If an employee performs multiple work classifications under the contract, use two or more lines to distinguish the different job classifications, hours worked, and hourly wage earned for each.

Combine the two classifications when recording the gross amount earned for this pay period, deductions, and net wages.

A registered apprentice performing work under a contract must be reported. The payroll must include the current pay scale & provide a copy of the apprenticeship agreement.

Provide explanation of "other" deductions on signatory page.

PAYROLL

Optional Use; See Instructions at www.dol.gov/esa/whd/forms/wh347

required to respond to the collection of information unless it displays a currently valid OMB control nu

Division

208

ADDRESS 385 West Drive, Madison WI 53703

5-0149

Expires: 12/31/2011

PROJECT AND LOCATION Robin Street Apartments, Delafield WI 53018

PROJECT OR CONTRACT NO. 3000

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) NO. OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	OT. OR ST.	(4) DAY AND DATE: Sun 18 / Mon 19 / Tue 20 / Wed 21 / Thur 22 / Fri 23 / Sat 24 — HOURS WORKED EACH DAY	(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS: FICA	WITH-HOLDING TAX	State with-holding tax	Medicare	OTHER	TOTAL DEDUCTIONS	(9) NET WAGES PAID FOR WEEK
Alex Driver - ####	2	Power Equipment Bull Dozer Group 2	O	2.00	2.00	$62.83	$1,422.84	$161.00	$185.15	$156.97	$50.31	$85.00	$638.43	$1,374.03
			S	8.00 8.00 5.50 6.00	27.50	$31.32 15.85	$2,012.46							
Jason Worker - ####	4	General Laborer	O	4.00	4.00	$49.20	$1,700.78	$136.06	$156.47	$132.66	$42.52		$467.71	$1,233.07
			S	8.00 8.00 8.00 8.00 8.00	40.00	$23.19 14.41	$1,700.78							
Sharon Wood- ####	3	Carpenter	O	1.50	1.50	$60.19	$1,887.49	$151.00	$154.77	$128.35	$47.19		$481.31	$1,406.18
			S	8.00 8.00 8.00 8.00 8.00	40.00	$30.52 14.41	$1,887.49							
Reggie Tree - ####	1	Apprentice Carpenter 1st 6 mo. at 40%	O			$32.72	$1,064.72	$85.18	$105.41	$90.50	$26.62		$307.71	$757.01
			S	8.00 8.00 8.00 8.00 8.00	40.00	$12.21 14.41	$1,064.72							
Roy Wrench - ####	5	Plumber	O			$67.88	$1,004.80							
			S	8.00 4.00 8.00	20.00	$35.28 14.96								
Roy Wrench - ####	5	Steamfitter	O			$69.13	$1,038.40	$163.46	$147.11	$118.51	$51.08		$480.16	$1,563.04
			S	8.00 8.00 4.00	20.00	$34.41 17.51	$2,043.20							
Bart Turner - ####	1	Power Equipment Rotary Drill Group 4	O			$60.80	$719.28	$115.14	$142.48	$122.33	$35.98		$415.93	$1,023.27
			S	8.00 8.00 8.00	24.00	$29.97	$1,439.20							

Fringe benefits are not paid as cash to Bart Turner: explanation is included under "(c) exceptions" on signatory page.

While completion of Form ... (40 U.S.C. § 3145) contr... 29 C.F.R. § 5.5(a)(3)(ii) ... or mechanic has been p... ...erally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act ...ect to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at ...or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer ...ederal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

...c Burden Statement

We estimate that is will ta... ...s, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, ESA, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W. Washington, D.C. 20210

(over)

Date 04/28/2010

I, Tiffany Payer (Name of Signatory Party) Payroll Supervisor (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by

Sample Construction Company (Contractor or Subcontractor) on the

Robin Street Apartments, Delafield WI (Building or Work); that during the payroll period commencing on the

18 day of 4, 2010, and ending the 24 day of 4, 2010,

all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

Sample Construction Company (Contractor or Subcontractor) from the full

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Start. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:

Alex Driver - #### - other deductions - $85 for child support

Explanation of "other"

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

☐ – in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

☑ – Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION
Power Equipment Rotary Drill Group 4	paid directly to plan: health & dental at $12.50 per hour and Pension at $6.25 per hour

Explanation of exception to fringe benefits

REMARKS:

NAME AND TITLE	SIGNATURE
Robert Sample, Owner	

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.

CONTRACTOR FRINGE BENEFIT STATEMENT

Contract # /Project Name:	Contract Location:	Today's Date:
Contractor / Subcontractor Name:	Business Address:	

In order that the proper Fringe Benefit rates can be verified when checking payrolls on the above contract, the hourly rates for fringe benefits, subsistence and/or travel allowance payment made for employees by the employer on the various classes of work are tabulated below. Please Include Apprentice Rates.

Classification:		Effective Date:	Subsistence or Travel Pay: $_____
EMPLOYER PAID FRINGE BENEFITS	Health & Welfare $_____hr	Paid To: Name of Plan/Fund/Program: Address:	_____ _____
	Pension $_____hr	Paid To: Name of Plan/Fund/Program: Address:	_____ _____
	Vacation/Holiday $_____hr	Paid To: Name of Plan/Fund/Program: Address:	_____ _____
	Training $_____hr	Paid To: Name of Plan/Fund/Program: Address:	_____ _____
	Other $_____hr	Paid To: Name of Plan/Fund/Program: Address:	_____ _____

Classification:		Effective Date:	Subsistence or Travel Pay: $_____
EMPLOYER PAID FRINGE BENEFITS	Health & Welfare $_____hr	Paid To: Name of Plan/Fund/Program: Address:	_____ _____
	Pension $_____hr	Paid To: Name of Plan/Fund/Program: Address:	_____ _____
	Vacation/Holiday $_____hr	Paid To: Name of Plan/Fund/Program: Address:	_____ _____
	Training $_____hr	Paid To: Name of Plan/Fund/Program: Address:	_____ _____
	Other $_____hr	Paid To: Name of Plan/Fund/Program: Address:	_____ _____

Supplemental statements must be submitted during the progress of the work should there be an increase or change in rates. Use additional sheets as necessary. (Attach a copy of your most recent premium transmittal (including copy of check submitted) into each of the above plans/funds/programs or a letter from the above plans/funds/programs reflecting current payment status).

I certify under penalty of perjury that fringe benefits are paid to the approved plans, funds or programs as listed above.

Name and Title	Signature and Date (Wet Signature Required)

GSLC #16 (1/09)

PREVAILING WAGE NOTIFICATION TO EMPLOYEE

Project Name:	Job Number:
Contractor:	
Project Location:	
Jobsite posting of prevailing wage rates located:	

Prevailing Wage Coordinator	Employee
Name:	Name:
Street:	Street:
City:	City:
State / Zip:	State / Zip:
Phone:	Phone:

You will be performing work on this project that falls under these classifications. You will be paid the appropriate rate for the type of work you are performing.

Classification	Prevailing Wage Rate Total Package	Minus Your Fringe Benefits	Your Hourly Base Rate

Hourly fringe benefits paid on your behalf by this company.

Fringe	Amount	Fringe	Amount
Health Insurance		Vacation	
Life Insurance		Holiday	
Pension		Sick Pay	
Bonus		Training	
Other		**TOTAL HOURLY FRINGES**	

Contractor's Signature:	Date:
Employee's Signature:	Date:

whpw1512

A. APPLICABILITY

The Project or Program to which the construction work covered by this Contract pertains is being assisted by the United States of America, and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

(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 29 CFR 5.5(a)(1)(iv); 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 29 CFR 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 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH1321)) 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.

(ii) Additional Classifications.

(A) Any class of laborers or mechanics 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. HUD shall approve an additional classification and wage rate and fringe benefits therefor 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;

(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, the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division ("Administrator"), Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget ("OMB") under OMB control number 1235-0023.)

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, or HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1235-0023.)

(D) The wage rate (including fringe benefits, where appropriate) determined pursuant to subparagraphs (1)(ii)(B) or (C) of this paragraph, 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 assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1235-0023.)

(2) Withholding. HUD or its designee shall, upon its own action or upon written request of an authorized representative of the U.S. 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, HUD or its designee 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. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Department of Labor shall make such disbursements in the case of direct Davis-Bacon Act contracts.

(3) Payrolls and basic records.

(i) Maintaining Payroll Records. 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(s), 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. (Approved by the Office of Management and Budget under OMB Control Numbers 1235-0023 and 1215-0018)

(ii) Certified Payroll Reports.

(A) The contractor shall submit weekly, for each week in which any contract work is performed, a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted 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 weekly transmittals. Instead, the payrolls 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 **https://www.dol.gov/agencies/whd/forms** 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 HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the U.S. Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph 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 HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1235-0008.)

(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 29 CFR 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), 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 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; and

(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 subparagraph (a)(3)(ii)(b).

(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 3729 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph (a)(3)(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the U.S. 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, HUD or its designee 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, fringe benefits 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 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 29 CFR Part 5 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 will insert in any subcontracts the clauses contained in subparagraphs (1) through (11) in this paragraph (a) and such other clauses as HUD or its designee may, by appropriate instructions, require, and a copy of the applicable prevailing wage decision, 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 this paragraph.

(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 U.S. 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 HUD or its designee, 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) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(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) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) Anyone who knowingly makes, presents, or submits a false, fictitious, or fraudulent statement, representation or certification is subject to criminal, civil and/or administrative sanctions, including fines, penalties, and imprisonment (e.g., 18 U.S.C. §§ 287, 1001, 1010, 1012; 31 U.S.C. §§ 3729, 3802.

(11) Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic, to whom the wage, salary, or other labor standards provisions of this Contract are applicable, shall be discharged or in any other manner discriminated against by the contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The provisions of this paragraph (b) are applicable where the amount of the prime contract exceeds **$100,000**. As used in this paragraph, 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 the individual is employed on such work to work in excess of 40 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 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph B(1) of this paragraph, the contractor, and any subcontractor responsible therefor, 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 subparagraph B(1) of this paragraph, in the sum of **$27** for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph B(1) of this paragraph. In accordance with the Federal Civil Penalties Inflation Adjustment Act of 1990 (28 U.S.C. § 2461 Note), the Department of Labor adjusts this civil monetary penalty for inflation no later than January 15 each year.

(3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall, upon its own action or upon written request of an authorized representative of the U.S. Department of Labor, 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 contract, 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 subparagraph B(2) of this paragraph.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph B(1) through (4) of this paragraph 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 subparagraphs B(1) through (4) of this paragraph.

C. HEALTH AND SAFETY

The provisions of this paragraph (c) are applicable where the amount of the prime contract exceeds **$100,000**.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his or her health and safety, as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The contractor shall comply with all regulations issued by the Secretary of Labor pursuant to 29 CFR Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96), 40 U.S.C. § 3701 et seq.

(3) The contractor shall include the provisions of this paragraph in every subcontract, so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

"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

BROH0007-002 06/01/2024

LAWRENCE

	Rates	Fringes
Bricklayer, Stonemason	$ 33.39	20.06

BROH0007-005 06/01/2023

PORTAGE & SUMMIT

	Rates	Fringes
BRICKLAYER	$ 32.40	19.30

BROH0007-010 06/01/2024

PORTAGE & SUMMIT

	Rates	Fringes
MASON - STONE	$ 33.39	20.06

BROH0008-001 06/01/2024

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

	Rates	Fringes
BRICKLAYER	$ 33.39	20.06

BROH0009-002 06/01/2024

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

	Rates	Fringes
Bricklayer, Stonemason	$ 33.39	20.06
Refractory	$ 31.45	19.01

BROH0010-002 06/01/2024

COLUMBIANA (St. Clair, Madison, Wayne, Franklin, Washington, Yellow Creek & Liverpool Townships) & JEFFERSON (Brush Creek & Saline Townships)

	Rates	Fringes
Bricklayer, Stonemason	$ 33.39	20.06

BROH0014-002 06/01/2024

HARRISON & JEFFERSON (Except Mt. Pleasant, Warren, Brush Creek, Saline & Salineville Townships & the Village of Dillonvale)

	Rates	Fringes
Bricklayer, Stonemason	$ 33.39	20.06

BROH0016-002 06/01/2023

ASHTABULA, GEAUGA, and LAKE COUNTIES

	Rates	Fringes
Bricklayer, Stonemason	$ 32.40	19.30

BROH0018-002 06/01/2024

BROWN, BUTLER, CLERMONT, HAMILTON, PREBLE (Gasper, Dixon, Israel, Lanier, Somers & Gratis Townships) & WARREN COUNTIES:

	Rates	Fringes
Bricklayer, Stonemason	$ 33.39	20.06

BROH0022-004 06/01/2024

CHAMPAIGN, CLARK, CLINTON, DARKE, GREENE, HIGHLAND, LOGAN, MIAMI, MONTGOMERY, PREBLE (Jackson, Monroe, Harrison, Twin, Jefferson & Washington Townships) and SHELBY COUNTIES

	Rates	Fringes
Bricklayer, Stonemason	$ 33.39	20.06

BROH0032-001 06/01/2024

GALLIA & MEIGS

	Rates	Fringes
Bricklayer, Stonemason	$ 33.39	20.06

BROH0035-002 06/01/2024

ALLEN, AUGLAIZE, MERCER and VAN WERT COUNTIES

	Rates	Fringes
Bricklayer, Stonemason	$ 33.39	20.06

BROH0039-002 06/01/2024

ADAMS & SCIOTO

	Rates	Fringes
Bricklayer, Stonemason	$ 33.39	20.06

BROH0040-003 06/01/2024

ASHLAND, CRAWFORD, HARDIN, HOLMES, MARION, MORROW, RICHLAND, WAYNE and WYANDOT (Except Crawford, Ridge, Richland & Tymochtee Townships) COUNTIES

	Rates	Fringes
Bricklayer, Stonemason	$ 33.39	20.06

FOOTNOTE: Layout Man and Sawman rate: $1.00 per hour above journeyman rate.
Free standing stack work ground level to top of stack; Sandblasting and laying of carbon masonry material in swing stage and/or scaffold; Ramming and spading of plastics and gunniting: $1.50 per hour above journeyman rate.
""Hot"" work: $2.50 above journeyman rate.

BROH0044-002 06/01/2024

	Rates	Fringes
Bricklayer, Stonemason COSHOCTON, FAIRFIELD, GUERNSEY, HOCKING, KNOX, KICKING, MORGAN, MUSKINGUM, NOBLE (Beaver, Buffalo, Seneca & Wayne Townships) & PERRY COUNTIES:	$ 33.39	20.06

BROH0045-002 06/01/2023

FAYETTE, JACKSON, PIKE, ROSS and VINTON COUNTIES

	Rates	Fringes
Bricklayer, Stonemason	$ 35.39	17.47

BROH0046-002 06/01/2024

ERIE, HANCOCK, HURON, OTTAWA, SANDUSKY, SENECA, WOOD (Perry & Bloom Townships) and WYANDOT (Tymochtee, Crawford, Ridge & Richland Townships) COUNTIES & the Islands of Lake Erie north of Sandusky

	Rates	Fringes
Bricklayer, Stonemason	$ 33.39	20.06

FOOTNOTE: Layout Man and Sawman rate: $1.00 per hour above journeyman rate.
Free standing stack work ground level to top of stack; Sandblasting and laying of carbon masonry material in swing stage and/or scaffold; Ramming and spading of plastics and gunniting: $1.50 per hour above journeyman rate.
""Hot"" work: $2.50 above journeyman rate.

BROH0052-001 06/01/2024

ATHENS COUNTY

	Rates	Fringes
Bricklayer, Stonemason	$ 33.39	20.06

BROH0052-003 06/01/2024

NOBLE (Brookfield, Noble, Center, Sharon, Olive, Enoch, Stock,

Jackson, Jefferson & Elk Townships) and WASHINGTON COUNTIES

	Rates	Fringes
Bricklayer, Stonemason	$ 33.39	20.06

BROH0055-003 06/01/2024

DELAWARE, FRANKLIN, MADISON, PICKAWAY and UNION COUNTIES

	Rates	Fringes
Bricklayer, Stonemason	$ 33.39	20.06

CARP0002-024 05/01/2025

BROWN, BUTLER, CHAMPAIGN, CLARK, CLERMONT, CLINTON, DARKE, GREENE, HAMILTON, LOGAN, MIAMI, MONTGOMERY, PREBLE, SHELBY & WARREN

	Rates	Fringes
Carpenter & Piledrivermen	$ 35.94	23.59
Diver	$ 40.58	9.69

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

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

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ELEC0038-008 04/28/2025

CUYAHOGA, GEAUGA (Bainbridge, Chester & Russell Townships) & LORAIN (Columbia Township)

	Rates	Fringes
Sound & Communication Technician		
Communications Technician	$ 34.30	14.95
Installer Technician	$ 33.05	14.91

FOOTNOTES;
a. 6 Paid Holidays: New Year's Day; Memorial Day; July 4th; Labor Day; Thanksgiving Day; & Christmas Day
b. 1 week's paid vacation for 1 year's service; 2 weeks' paid vacation for 2 or more years' service

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ELEC0064-003 11/30/2025

COLUMBIANA (Butler, Fairfield, Perry, Salem & Unity Townships) MAHONING (Austintown, Beaver, Berlin, Boardman, Canfield, Ellsworth, Coitsville, Goshen, Green, Jackson, Poland, Springfield & Youngstown Townships), & TRUMBULL (Hubbard & Liberty Townships)

	Rates	Fringes
ELECTRICIAN	$ 41.49	21.81

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

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ELEC0245-003 01/01/2025

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

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

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

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 Townhships), COLUMBIANA (Knox Township), HOLMES, MAHONING (Smith Township), STARK, TUSCARAWAS (North of Auburn, Clay, Rush & York Townships), and WAYNE (South of Baughman, Chester, Green & Wayne Townships) COUNTIES

	Rates	Fringes
ELECTRICIAN	$ 39.86	29.19

ELEC0573-003 06/01/2025

ASHTABULA (Colebrook, Wayne, Williamsfield, Orwell & Windsor Townships), GEAUGA (Auburn, Middlefield, Parkman & Troy Townships), MAHONING (Milton Township), PORTAGE (Charlestown, Edinburg, Freedom, Hiram, Nelson, Palmyra, Paris & Windham Townships), and TRUMBULL (Except Liberty & Hubbard Townships)

	Rates	Fringes
ELECTRICIAN	$ 42.20	23.37

ELEC0575-001 05/29/2023

ADAMS, FAYETTE, HIGHLAND, HOCKING, JACKSON (Bloomfield, Franklin, Hamilton, Jefferson, Lick, Madison, Scioto, Coal, Jackson, Liberty, Milton & Washington Townships), PICKAWAY (Deer Creek, Perry, Pickaway, Salt Creek & Wayne Townships), PIKE (Beaver, Benton, Jackson, Mifflin, Pebble, PeePee, Perry, Seal, Camp Creek, Newton, Scioto, Sunfish, Union & Marion Townships), ROSS, SCIOTO & VINTON (Clinton, Eagle, Elk, Harrison, Jackson, Richland & Swan Townships)

	Rates	Fringes
ELECTRICIAN	$ 37.00	22.26

ELEC0648-001 09/01/2025

BUTLER and WARREN COUNTIES (Deerfield, Hamilton, Harlan, Massie, Salem, Turtle Creek, Union & Washington Townships)

	Rates	Fringes
CABLE SPLICER	$ 30.50	18.23
ELECTRICIAN	$ 38.00	24.162

ELEC0673-004 05/26/2025

ASHTABULA (Excluding Orwell, Colebrook, Williamsfield, Wayne & Windsor Townships), GEAUGA (Burton, Chardon, Claridon, Hambden, Huntsburg, Montville, Munson, Newbury & Thompson Townships) and LAKE COUNTIES

	Rates	Fringes
CABLE SPLICER	$ 33.81	21.47
ELECTRICIAN	$ 41.17	24.58

ELEC0683-002 06/02/2025

CHAMPAIGN, CLARK, DELAWARE, FAIRFIELD, FRANKLIN, MADISON, PICKAWAY (Circleville, Darby, Harrison, Jackson, Madison, Monroe, Muhlenberg, Scioto, Walnut & Washington Townships), and UNION COUNTIES

	Rates	Fringes
CABLE SPLICER	$ 44.00	26.40
ELECTRICIAN	$ 43.00	26.37

ELEC0688-003 05/30/2022

ASHLAND, CRAWFORD, HURON (Richmond, New Haven, Ripley & Greenwich Townships), KNOX (Liberty, Clinton, Union, Howard, Monroe, Middleberry, Morris, Wayne, Berlin, Pike, Brown & Jefferson Townships), MARION, MORROW, RICHLAND and WYANDOT (Sycamore, Crane, Eden, Pitt, Antrim & Tymochtee Townships) COUNTIES

	Rates	Fringes
ELECTRICIAN	$ 32.30	21.83

ELEC0972-002 06/01/2024

ATHENS, MEIGS, MONROE, MORGAN, NOBLE, VINTON (Brown, Knox, Madison, Vinton & Wilkesville Townships), and WASHINGTON COUNITES

	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 masonary; Hydro Seeder; Pavement Breaker; Plant Mixer; Post Driver; Post Hole Digger (Power Auger); Power Brush Burner; Power Form Handling Equipment; Road Widening Trencher; Roller (Brick, Grade & Macadam); Self-Propelled Power Spreader; Self-Propelled Power Subgrader; Steam Fireperson; Tractor (Pulling Sheepfoot, Roller or Grader); and Vibratory Compactor with Integral Power.

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 masonary; Hydro Seeder; Pavement Breaker; Plant Mixer; Post Driver; Post Hole Digger (Power Auger); Power Brush Burner; Power Form Handling Equipment; Road Widening Trencher; Roller (Brick, Grade & Macadam); Self-Propelled Power Spreader; Self-Propelled Power Subgrader; Steam Fireperson; Tractor (Pulling Sheepfoot, Roller or Grader); and Vibratory Compactor with Integral Power.

GROUP 5 - Compressor (Portable, Sewer, Heavy & Highway); Drum Fireperson (Asphalt Plant); Generator; Masonary Forklift; Inboard-Outboard Motor Boat Launch; Oil Heater (asphalt plant); Oiler/Helper; Power Driven Heater; Power Sweeper & Scrubber; Pump (under 4"" discharge); Signalperson; Tire Repairperson; VAC/ALLS; Cranes - Compact, track or rubber under 4,000 pound capacity; fueling and greasing; and Chainmen.

GROUP 6 - Master Mechanic & Boom from 150 to 180.

GROUP 7 - Boom from 180 and over.

ENGI0066-023 06/01/2023

COLUMBIANA, MAHONING & TRUMBULL COUNTIES

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
ASBESTOS; HAZARDOUS/TOXIC WASTE PROJECTS		
GROUP 1 - A & B	$ 44.63	24.30
ASBESTOS; HAZARDOUS/TOXIC WASTE PROJECTS		
GROUP 2 - A & B	$ 44.30	24.30
ASBESTOS; HAZARDOUS/TOXIC WASTE PROJECTS		
GROUP 3 - A & B	$ 38.47	24.30
ASBESTOS; HAZARDOUS/TOXIC WASTE PROJECTS		
GROUP 4 - A & B	$ 34.52	24.30
ASBESTOS; HAZARDOUS/TOXIC WASTE PROJECTS		
GROUP 5 - A & B	$ 31.13	24.30
HAZARDOUS/TOXIC WASTE PROJECTS		
GROUP 1 - C & D	$ 40.91	24.30
HAZARDOUS/TOXIC WASTE PROJECTS		
GROUP 2 - C & D	$ 40.61	24.30
HAZARDOUS/TOXIC WASTE PROJECTS		
GROUP 3 - C & D	$ 35.27	24.30
HAZARDOUS/TOXIC WASTE PROJECTS		
GROUP 4 - C & D	$ 31.65	24.30
HAZARDOUS/TOXIC WASTE PROJECTS		
GROUP 5 - C & D	$ 28.53	24.30
ALL OTHER WORK		

GROUP 1	$ 37.19	24.30
ALL OTHER WORK		
GROUP 2	$ 36.92	24.30
ALL OTHER WORK		
GROUP 3	$ 32.06	24.30
ALL OTHER WORK		
GROUP 4	$ 28.77	24.30
ALL OTHER WORK		
GROUP 5	$ 25.94	24.30

GROUP 1 - Rig, Pile Driver or Caisson Type; & Rig, Pile Hydraulic Unit Attached

GROUP 2 - Asphalt Heater Planer; Backfiller with Drag Attachment; Backhoe; Backhoe with Shear attached; Backhoe-Rear Pivotal Swing; Batch Plant-Central Mix Concrete; Batch Plant, Portable concrete; Berm Builder-Automatic; Boat Derrick; Boat-Tug; Boring Machine Attached to Tractor; Bullclam; Bulldozer; C.M.I. Road Builder & Similar Type; Cable Placer & Layer; Carrier-Straddle; Carryall-Scraper or Scoop; Chicago Boom; Compactor with Blade Attached; Concrete Saw (Vermeer or similar type); Concrete Spreader Finisher; Combination, Bidwell Machine; Crane; Crane-Electric Overhead; Crane-Rough Terrain; Crane-Side Boom; Crane-Truck; Crane-Tower; Derrick-Boom; Derrick-Car; Digger-Wheel (Not trencher or road widener); Double Nine; Drag Line; Dredge; Drill-Kenny or Similar Type; Easy Pour Median Barrier Machine (or similar type); Electromatic; Frankie Pile; Gradall; Grader; Gurry; Self-Propelled; Heavy Equipment Robotics Operator/Mechanic; Hoist-Monorail; Hoist-Stationary & Mobile Tractor; Hoist, 2 or 3 drum; Horizontal Directional Drill Operator; Jackall; Jumbo Machine; Kocal & Kuhlman; Land-Seagoing Vehicle; Loader, Elevating; Loader, Front End; Loader, Skid Steer; Locomotive; Mechanic/Welder; Metro Chip Harvester with Boom; Mucking Machine; Paver-Asphalt Finishing Machine; Paver-Road Concrete; Paver-Slip Form (C.M.I. or similar); Place Crete Machine with Boom; Post Driver (Carrier mounted); Power Driven Hydraulic Pump & Jack (When used in Slip Form or Lift Slab Construction); Pump Crete Machine; Regulator-Ballast; Hydraulic Power Unit not attached to Rig for Pile Drillings; Rigs-Drilling; Roto Mill or similar Full Lane (8' Wide & Over); Roto Mill or similar type (Under 8'); Shovel; Slip Form Curb Machine; Speedwing; Spikemaster; Stonecrusher; Tie Puller & Loader; Tie Tamper; Tractor-Double Boom; Tractor with Attachments; Truck-Boom; Truck-Tire; Trench Machine; Tunnel Machine (Mark 21 Java or similar); & Whirley (or similar type)

GROUP 3 - Asphalt Plant; Bending Machine (Pipeline or similar type); Boring machine, Motor Driven; Chip Harvester without Boom; Cleaning Machine, Pipeline Type; Coating Machine, Pipeline Type; Compactor; Concrete Belt Placer; Concrete Finisher; Concrete Planer or Asphalt; Concrete Spreader; Elevator; Fork Lift (Home building only); Fork lift & Lulls; Fork Lift Walk Behind (Hoisting over 1 buck high); Form Line Machine; Grease Truck operator; Grout Pump; Gunnite Machine; Horizontal Directional Drill Locator; Single Drum Hoist with or without Tower; Huck Bolting Machine; Hydraulic Scaffold (Hoisting building materials); Paving Breaker (Self-propelled or Ridden); Pipe Dream; Pot Fireperson (Power Agitated); Refrigeration Plant; Road Widener; Roller; Sasgen Derrick; Seeding Machine; Soil Stabilizer (Pump type); Spray Cure Machine, Self-Propelled; Straw Blower Machine; Sub-Grader; Tube Finisher or Broom C.M.I. or similar type; & Tugger Hoist

GROUP 4 - Air Curtain Destructor & Similar Type; Batch Plant-Job Related; Boiler Operator; Compressor; Conveyor; Curb Builder, self-propelled; Drill Wagon; Generator Set; Generator-Steam; Heater-Portable Power; Hydraulic Manipulator Crane; Jack-Hydraulic Power driven;

Jack-Hydraulic (Railroad); Ladavator; Minor Machine Operator; Mixer-Concrete; Mulching Machine; Pin Puller; Power Broom; Pulverizer; Pump; Road Finishing Machine (Pull Type); Saw-Concrete-Self-Propelled (Highway Work); Signal Person; Spray Cure Machine-Motor Powered; Stump Cutter; Tractor; Trencher Form; Water Blaster; Steam Jenny; Syphon; Vibrator-Gasoline; & Welding Machine

GROUP 5 - Brakeperson; Fireperson; & Oiler

IRON0017-002 05/01/2024

ASHTABULA (North of Route 6, starting at the Geauga County Line, proceeding east to State Route 45), CUYAHOGA, ERIE (Eastern 2/3), GEAUGA, HURON (East of a line drawn from the north border through Monroeville & Willard), LAKE, LORAIN, MEDINA (North of Old Rte. #224), PORTAGE (West of a line from Middlefield to Shalersville to Deerfield), and SUMMIT (North of Old Rte. #224, including city limits of Barberton) COUNTIES

	Rates	Fringes
IRONWORKER		
Ornamental, Reinforcing, & Structural	$ 36.83	29.01

IRON0017-010 05/01/2024

ASHTABULA (Eastern part from Lake Erie on the north to route #322 on the south to include Conneaut, Kingsville, Sheffield, Denmark, Dorset, Cherry Valley, Wayne, Monroe, Pierpont, Richmond, Andover & Williamsfield Townships)

	Rates	Fringes
IRONWORKER		
Structural, including metal building erection & Reinforcing	$ 36.83	29.01

IRON0044-001 06/01/2025

ADAMS (Western Part), BROWN, BUTLER (Southern Part), CLERMONT, CLINTON (South of a line drawn from Blanchester to Lynchburg), HAMILTON, HIGHLAND (Excluding eastern one-fifth & portion of county inside lines drawn from Marshall to Lynchburg from the northern county line through E. Monroe to Marshall) and WARREN (South of a line drawn from Blanchester through Morrow to the west county line) COUNTIES

	Rates	Fringes
IRONWORKER, REINFORCING	$ 38.27	23.90

IRON0044-002 06/01/2025

CLINTON (South of a line drawn from Blanchester to Lynchburg), HAMILTON, HIGHLAND (Excluding eastern one-fifth & portion of county inside lines drawn from Marshall to Lynchburg from the northern county line through E. Monroe to Marshall) & WARREN (South of a line drawn from Blanchester through Morrow to the west county line)

	Rates	Fringes
IRONWORKER		
Fence Erector	$ 35.88	23.90
Ornamental; Structural	$ 37.77	23.90

IRON0055-003 07/01/2024

CRAWFORD (Area Between lines drawn from where Hwy #598 & #30 meet through N. Liberty to the northern border & from said Hwy junction point due west to the border), DEFIANCE (S. of a line drawn from where Rte. #66 meets the northern line through Independence to the eastern county border), ERIE (Western 1/3), FULTON, HANCOCK, HARDIN (North of a line drawn from Maysville to a point 4 miles south of the northern line on the eastern line), HENRY, HURON (West of a line drawn from the northern border through Monroeville & Willard), LUCAS, OTTAWA, PUTNAM (East of a line drawn from the northern border down through Miller City to where #696 meets the southern border), SANDUSKY, SENECA, WILLIAMS (East of a line drawn from Pioneer through Stryker to the southern border), WOOD & WYANDOT (North of Rte. #30)

	Rates	Fringes
IRONWORKER		
Fence Erector	$ 26.40	24.62
Flat Road Mesh	$ 29.77	21.30
Tunnels & Caissons Under Pressure	$ 29.77	21.30
All Other Work	$ 35.50	29.20

IRON0147-002 06/01/2025

ALLEN (Northern half), DEFIANCE (Northern part, excluding south of a line drawn from where Rte. #66 meets the northern line through Independence to the eastern county border), MERCER (Northern half), PAULDING, PUTNAM (Western part, excluding east of a line drawn from the northern border down through Miller City to where #696 meets the southern border), VAN WERT, and WILLIAMS (Western part, excluding east of a line drawn from Pioneer through Stryker to the southern border) COUNTIES

	Rates	Fringes
IRONWORKER	$ 38.00	26.39

IRON0172-002 06/01/2025

CHAMPAIGN (Eastern one-third), CLARK (Eastern one-fourth), COSHOCTON (West of a line beginning at the northwestern county line going through Walhonding & Tunnel Hill to the southern county line), CRAWFORD (South of Rte. #30), DELAWARE, FAIRFIELD, FAYETTE, FRANKLIN, HARDIN (Excluding a line drawn from Roundhead to Maysville), HIGHLAND (Eastern one-fifth), HOCKING, JACKSON (Northern half), KNOX, LICKING, LOGAN (Eastern one-third), MADISON, MARION, MORROW, MUSKINGUM (West of a line starting at Adams Mill going to Adamsville & going from Adamsville through Blue Rock to the southern border), PERRY, PICKAWAY, PIKE (Northern half), ROSS, UNION, VINTON and WYANDOT (South of Rte. #30) COUNTIES

	Rates	Fringes
IRONWORKER	$ 40.87	23.15

IRON0207-004 06/01/2025

ASHTABULA (Southern part starting at the Geauga County line), COLUMBIANA (E. of a line from Damascus to Highlandtown), MAHONING (N. of Old Route #224), PORTAGE (E. of a line from Middlefield to Shalersville to Deerfield) & TRUMBULL

	Rates	Fringes

IRONWORKER
Layout; Sheeter.....$ 37.26 28.16
Ornamental; Reinforcing;
Structural.....$ 36.26 28.16

IRON0290-002 06/01/2025

ALLEN (Southern half), AUGLAIZE, BUTLER (North of a line drawn from east to the west county line going through Oxford, Darrtown & Woodsdale), CHAMPAIGN (Excluding east of a line drawn from Catawla to the point where #68 intersects the northern county line), CLARK (Western two-thirds), CLINTON (Excluding south of a line drawn from Blanchester to Lynchburg), DARKE, GREENE, HIGHLAND (Inside lines drawn from Marshall to Lynchburg & from the northern county line through East Monroe to Marshall), LOGAN (West of a line drawn from West Liberty to where the northern county line meets the western county line of Hardin), MERCER (Southern half), MIAMI, MONTGOMERY, PREBLE, SHELBY & WARREN (Excluding south of a line drawn from Blanchester through Morrow to the western county line) COUNTIES

	Rates	Fringes
IRONWORKER	$ 37.39	25.35

IRON0549-003 12/01/2022

BELMONT, GUERNSEY, HARRISON, JEFFERSON, MONROE & MUSKINGUM (Excluding portion west of a line starting at Adams Mill going to Adamsville and going from Adamsville through Blue Rock to the south border)

	Rates	Fringes
IRONWORKER	$ 35.19	25.66

IRON0550-004 05/01/2024

ASHLAND, CARROLL, COLUMBIANA (W. of a line from Damascus to Highlandtown), COSHOCTON (E. of a line beginning at NW Co. line going through Walhonding & Tunnel Hill to the South Co. line), HOLMES, HURON (S. of Old Rte. #224), MAHONING (S. of Old Rte. #224), MEDINA (S. of Old Rte. #224), PORTAGE (S. of Old Rte. #224), RICHLAND, STARK, SUMMIT (S. of Old Rte. #224, Excluding city limits of 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

LABO0265-008 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); Yarner; Hazardous Waste (level A); Concrete Specialist; Concrete Crew in Tunnels (With Air-pressurized - $1.00 premium); Curb Setter & Cutter; Grade Checker; Utility Pipeline Tapper; Waterline; and Caulker

GROUP 4 - Miner (With Air-pressurized - $1.00 premium); & Gunite Nozzle Person

TUNNEL LABORER WITH AIR-PRESSURIZED ADD $1.00 TO BASE RATE

SIGNAL PERSON WILL RECEIVE THE RATE EQUAL TO THE RATE PAID THE LABORER CLASSIFICATION FOR WHICH HE OR SHE IS SIGNALING.

PAIN0006-002 05/01/2023

ASHTABULA, CUYAHOGA, GEAUGA, LAKE, LORAIN, PORTAGE (N. of the East-West Turnpike) & SUMMIT (N. of the East-West Turnpike)

	Rates	Fringes
PAINTER		
COMMERCIAL NEW WORK; REMODELING; & RENOVATIONS		
GROUP 1	$ 30.75	18.95
GROUP 2	$ 31.15	18.95
GROUP 3	$ 31.45	18.95
GROUP 4	$ 37.01	18.95
COMMERCIAL REPAINT		
GROUP 1	$ 29.25	18.95
GROUP 2	$ 29.65	18.95
GROUP 3	$ 29.95	18.95

PAINTER CLASSIFICATIONS - COMMERCIAL NEW WORK; REMODELING; & RENOVATIONS

GROUP 1 - Brush; & Roller

GROUP 2 - Sandblasting & Buffing

GROUP 3 - Spray Painting; Closed Steel Above 55 feet; Bridges & Open Structural Steel; Tanks - Water Towers; Bridge Painters; Bridge Riggers; Containment Builders

GROUP 4 - Bridge Blaster

PAINTER CLASSIFICATIONS - COMMERCIAL REPAINT

GROUP 1 - Brush; & Roller

GROUP 2 - Sandblasting & Buffing

GROUP 3 - Spray Painting

PAIN0007-002 07/01/2025

FULTON, HENRY, LUCAS, OTTAWA (Excluding Allen, Bay, Bono, Catawba Island, Clay Center, Curtice, Danbury, Eagle Beach, Elliston, Elmore, Erie, Fishback, Gem Beach & Genova) & WOOD

	Rates	Fringes
PAINTER		
NEW COMMERCIAL WORK		
GROUP 1	$ 33.66	23.88
GROUP 2	$ 34.66	23.88
GROUP 3	$ 34.66	23.88
GROUP 4	$ 34.66	23.88
GROUP 5	$ 34.66	23.88
GROUP 6	$ 34.66	23.88
GROUP 7	$ 34.66	23.88
GROUP 8	$ 34.66	23.88
GROUP 9	$ 34.66	23.88

REPAINT IS 90% OF JR

PAINTER CLASSIFICATIONS

GROUP 1 - Brush; Spray & Sandblasting Pot Tender

GROUP 2 - Refineries & Refinery Tanks; Surfaces 30 ft. or over where material is applied to or labor performed on above ground level (exterior), floor level (interior)

GROUP 3 - Swing Stage & Chair

GROUP 4 - Lead Abatement

GROUP 5 - All Methods of Spray

GROUP 6 - Solvent-Based Catalized Epoxy Materials of 2 or More Component Materials, to include Solvent-Based Conversion Varnish (excluding water based)

GROUP 7 - Spray Solvent Based Material; Sand & Abrasive Blasting

GROUP 8 - Towers; Tanks; Bridges; Stacks Over 30 Feet

GROUP 9 - Epoxy Spray (excluding water based)

PAIN0012-008 05/01/2019

BUTLER COUNTY

	Rates	Fringes
PAINTER		
GROUP 1	$ 21.95	10.20
GROUP 2	$ 25.30	10.20
GROUP 3	$ 25.80	10.20
GROUP 4	$ 26.05	10.20
GROUP 5	$ 26.30	10.20

PAINTER CLASSIFICATIONS

GROUP 1: Bridge Equipment Tender; Bridge/Containment Builder

GROUP 2: Brush & Roller

GROUP 3: Spray

GROUP 4: Sandblasting; & Waterblasting

GROUP 5: Elevated Tanks; Steeplejack Work; Bridge; & Lead Abatement

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PAIN0012-010 05/01/2019

BROWN, CLERMONT, CLINTON, HAMILTON & WARREN

	Rates	Fringes
PAINTER		
HEAVY & HIGHWAY BRIDGES-GUARDRAILS-LIGHTPOLES-STRIPING		
Bridge Equipment Tender and Containment Builder	$ 21.95	10.20
Bridges when highest point of clearance is 60 feet or more; & Lead Abatement Projects	$ 26.30	10.20
Brush & Roller	$ 25.30	10.20
Sandblasting & Hopper Tender; Water Blasting	$ 26.05	10.20
Spray	$ 25.80	10.20

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; andRiggers	$ 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 COUNITES

	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

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PAIN0841-002 07/01/2025

CARROLL, COSHOCTON, HOLMES, STARK, TUSCARAWAS & WAYNE

	Rates	Fringes
PAINTER		
Bridges; Towers, Poles & Stacks; Sandblasting Steel; Structural Steel & Metalizing	$ 33.18	18.15
Brush & Roller	$ 31.93	18.15
Spray; Tank Interior & Exterior	$ 32.78	18.15

PAIN1020-002 07/01/2025

ALLEN, AUGLAIZE, CHAMPAIGN, DEFIANCE, HARDIN, LOGAN, MERCER, PAULDING, PUTNAM, SHELBY, VAN WERT, and WILLIAMS COUNTIES

	Rates	Fringes
PAINTER		
Brush & Roller	$ 27.59	18.54
Drywall Finishing & Taping	$ 28.34	18.54
Lead Abatement	$ 29.34	18.54
Spray, Sandblasting Pressure Cleaning, & Refinery	$ 28.34	18.54
Swing Stage, Chair, Spiders, & Cherry Pickers	$ 27.84	18.54
Wallcoverings	$ 28.34	18.54

All surfaces 40 ft. or over where material is applied to or labor performed on, above ground level (exterior), floor level (interior) - $.50 premium

Applying Coal Tar Products - $1.00 premium

PAIN1275-002 05/01/2025

DELAWARE, FAIRFIELD, FAYETTE, FRANKLIN, MADISON, PICKAWAY, ROSS & UNION

	Rates	Fringes
PAINTER		
Bridges	$ 37.26	15.16
Brush; Roller	$ 30.20	15.16
Sandblasting; Steamcleaning; Waterblasting (3500 PSI or Over)& Hazardous Work	$ 32.35	15.16
Spray	$ 32.15	15.16
Stacks; Tanks; & Towers	$ 34.46	15.16
Structural Steel & Swing		

Stage.....$	30.50	15.16

PLAS0109-001 06/01/2025

MEDINA, PORTAGE, STARK, and SUMMIT COUNTIES

	Rates	Fringes
PLASTERER.....$	33.00	23.83

PLAS0109-003 06/01/2025

CARROLL, HOLMES, TUSCARAWAS, and WAYNE COUNTIES

	Rates	Fringes
PLASTERER.....$	33.00	23.83

PLAS0132-002 07/01/2025

BROWN, BUTLER, CLERMONT, HAMILTON, HIGHLAND, WARREN COUNTIES

	Rates	Fringes
PLASTERER.....$	31.35	17.65

PLAS0404-002 05/01/2018

ASHTABULA, CUYAHOGA, GEAUGA, AND LAKE COUNTIES

	Rates	Fringes
PLASTERER.....$	29.63	17.11

PLAS0404-003 05/01/2018

LORAIN COUNTY

	Rates	Fringes
PLASTERER.....$	28.86	17.11

PLAS0526-022 05/01/2018

COLUMBIANA, MAHONING, and TRUMBULL COUNTIES

	Rates	Fringes
PLASTERER.....$	28.86	17.11

PLAS0526-023 05/01/2018

BELMONT, HARRISON, and JEFFERSON COUNTIES

	Rates	Fringes
PLASTERER.....$	28.21	17.11

PLAS0886-001 07/01/2025

FULTON, HANCOCK, HENRY, LUCAS, PUTNAM, and WOOD COUNTIES

	Rates	Fringes
PLASTERER.....$	36.65	25.60

PLAS0886-003 07/01/2025

DEFIANCE, ERIE, HURON, OTTAWA, PAULDING, SANDUSKY, and SENECA

	Rates	Fringes
PLASTERER.....$	36.65	25.60

PLAS0886-004 07/01/2025

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

	Rates	Fringes
PLASTERER	$ 35.29	23.07

PLUM0042-002 07/01/2025

ASHLAND, CRAWFORD, ERIE, HURON, KNOX, LORAIN, MORROW, RICHLAND & WYANDOT

	Rates	Fringes
Plumber, Pipefitter, Steamfitter	$ 43.02	26.45

PLUM0050-002 06/30/2025

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

	Rates	Fringes
Plumber, Pipefitter, Steamfitter	$ 51.00	32.56

PLUM0055-003 05/05/2025

ASHTABULA, CUYAHOGA, GEAUGA, LAKE, MEDINA (N. of Rte. #18 & Smith Road) & SUMMIT (N. of Rte. #303, including the corporate limits of the city of Hudson)

	Rates	Fringes
PLUMBER	$ 44.86	30.03

PLUM0083-001 07/01/2023

BELMONT & MONROE (North of Rte. #78)

	Rates	Fringes
Plumber and Steamfitter	$ 35.94	37.35

PLUM0094-002 05/01/2025

CARROLL (Northen Half), STARK, and WAYNE COUNTIES

	Rates	Fringes
PLUMBER/PIPEFITTER	$ 47.48	27.14

PLUM0120-002 05/01/2025

ASHTABULA, CUYAHOGA, GEAUGA, LAKE, LORAIN (the C.E.I. Power House in Avon Lake), MEDINA (N. of Rte. #18) & SUMMIT (N. of #303)

	Rates	Fringes
PIPEFITTER	$ 49.17	28.55

PLUM0162-002 06/01/2024

CHAMPAIGN, CLARK, CLINTON, DARKE, FAYETTE, GREENE, MIAMI, MONTGOMERY & PREBLE

	Rates	Fringes
Plumber, Pipefitter, Steamfitter.....	$ 43.05	27.18

PLUM0168-002 06/01/2025

MEIGS, MONROE (South of Rte. #78), MORGAN (South of Rte. #78) & WASHINGTON

	Rates	Fringes
PLUMBER/PIPEFITTER.....	$ 40.92	37.20

PLUM0189-002 06/01/2024

DELAWARE, FAIRFIELD, FRANKLIN, HOCKING, LICKING, MADISON, MARION, PERRY, PICKAWAY, ROSS & UNION

	Rates	Fringes
Plumber, Pipefitter, Steamfitter.....	$ 43.25	26.94

PLUM0219-002 06/01/2025

MEDINA (Rte. #18 from eastern edge of Medina Co., west to eastern corporate limits of the city of Medina, & on the county road from the west corporate limits of Medina running due west to and through community of Risley to the western edge of Medina County - All territory south of this line), PORTAGE, and SUMMIT (S. of Rte. #303) COUNTIES

	Rates	Fringes
Plumber and Steamfitter.....	$ 46.87	28.39

PLUM0392-002 06/01/2025

BROWN, BUTLER, CLERMONT, HAMILTON & WARREN

	Rates	Fringes
PLUMBER/PIPEFITTER.....	$ 43.30	27.40

PLUM0396-001 06/01/2025

COLUMBIANA (Excluding Washington & Yellow Creek Townships & Liverpool Twp. - Secs. 35 & 36 - West of County Road #427), MAHONING and TRUMBULL COUNTIES

	Rates	Fringes
PLUMBER/PIPEFITTER.....	$ 40.55	29.25

PLUM0495-002 06/01/2025

CARROLL (Rose, Monroe, Union, Lee, Orange, Perry & Loudon Townships), COLUMBIANA (Washington & Yellow Creek Townships & Liverpool Township, Secs. 35 & 36, West of County Rd. #427), COSHOCTON, GUERNSEY, HARRISON, HOLMES, JEFFERSON, MORGAN (South to State Rte. #78 & from McConnelsville west on State Rte. #37 to the Perry County line), MUSKINGUM, NOBLE, and TUSCARAWAS COUNTIES

	Rates	Fringes

Plumber, Pipefitter,
Steamfitter.....$ 39.32 37.60

PLUM0577-002 06/01/2025

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

	Rates	Fringes
Plumber, Pipefitter, Steamfitter	$ 42.65	28.56

PLUM0776-002 07/01/2025

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

	Rates	Fringes
Plumber, Pipefitter, Steamfitter	$ 42.76	30.81

TEAM0377-003 05/01/2025

STATEWIDE, EXCEPT CUYAHOGA, GEAUGA & LAKE

	Rates	Fringes
TRUCK DRIVER		
GROUP 1	$ 34.26	18.85
GROUP 2	$ 35.26	18.85

TRUCK DRIVER CLASSIFICATIONS

GROUP 1 - Asphalt Distributor; Batch; 4- Wheel Service; 4-Wheel Dump; Oil Distributor & Tandem

GROUP 2 - Tractor-Trailer Combination: Fuel; Pole Trailer; Ready Mix; Semi-Tractor; & Asphalt Oil Spraybar Man When Operated From Cab; 5 Axles & Over; Belly Dump; End Dump; Articulated Dump; Heavy Duty Equipment; Low Boy; & Truck Mechanic

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TEAM0436-002 05/01/2025

CUYAHOGA, GEAUGA & LAKE

	Rates	Fringes
TRUCK DRIVER		
GROUP 1	$ 34.92	19.30
GROUP 2	$ 35.73	19.30

GROUP 1: Straight & Dump, Straight Fuel

GROUP 2: Semi Fuel, Semi Tractor, Euclids, Darts, Tank, Asphalt Spreaders, Low Boys, Carry-All, Tourna-Rockers, Hi-Lifts, Extra Long Trailers, Semi-Pole Trailers, Double Hook-Up Tractor Trailers including Team Track & Railroad Siding, Semi-Tractor & Tri-Axle Trailer, Tandem Tractor & Tandem Trailer, Tag Along Trailer, Expandable Trailer or Towing Requiring Road Permits, Ready-Mix (Agitator or Non-Agitator), Bulk Concrete Driver, Dry Batch Truck, Articulated End Dump

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WELDERS - Receive rate prescribed for craft performing

operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at https://www.dol.gov/agencies/whd/government-contracts.

Note: Executive Order 13658 generally applies to contracts subject to the Davis-Bacon Act that were awarded on or between January 1, 2015 and January 29, 2022, and that have not been renewed or extended on or after January 30, 2022. Executive Order 13658 does not apply to contracts subject only to the Davis-Bacon Related Acts regardless of when they were awarded. If a contract is subject to Executive Order 13658, the contractor must pay all covered workers at least $13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025. The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under Executive Order 13658 is available at www.dol.gov/whd/govcontracts.

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

Federal Grant Compliance - American Rescue Plan Act of 2021

All references to the Contractor shall include all subcontractors and suppliers at any tier.

All procurement activities involving the expenditure of federal funds must be conducted in compliance with the Procurement Standards codified in 2 C.F.R. § 200.317 through §200-326 unless otherwise directed in writing by the federal agency or state pass-through agency that awarded the funds. All applicable local, state, and federal procurement requirements will be followed when expending federal funds. Should the State of Ohio have more stringent requirements, the most restrictive requirement shall apply so long as it is consistent with state and federal law.

The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause. 41 C.F.R. 60-1.4(b).

The Contractor shall comply with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States").

The Contractor shall comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701 - 3708) as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each Contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

The Contractor shall comply with the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

A contract with a Contractor will not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with OBM guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp. p.189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

The Contractor shall comply with the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) and must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

The Contractor shall comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

The Contractor shall comply with CFR §200.216, Prohibition on certain telecommunications and video surveillance services or equipment. The Contractor is 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.

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.

See Public Law 115-232, Section 889 and § 200.471 for additional information.

BABA - The Contractor shall, as appropriate and to the extent consistent with law, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(a) For purposes of this section:
(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

End of Section [7/29/22]